

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 16, 2008

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on September 9, 2008

AWARDS AND PROCLAMATIONS

- Proclamations:

The Big Read – Wichita
Constitution Week

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Mindy Gordon-A need for Crisis Intervention after house fire.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Forgivable Loan Agreement and City-County Economic Development Agreement, Cessna Columbus Project. (Districts III and IV)

RECOMMENDED ACTION: Place on First Reading the Ordinance approving the Forgivable Loan and Economic Development Agreements for the location and construction of the Columbus Assembly Facility in Wichita, Kansas and authorize the necessary signatures.

2. City of Wichita Taxable Industrial Revenue Bonds, Amendment to Bond Purchase Agreement, BeautyFirst, Inc. Project. (District II)

RECOMMENDED ACTION: Place on First Reading the Ordinance approving amendment to the Bond Purchase Agreement and authorize the necessary signatures.

3. *City Council Resolution encouraging creation of a Statewide Comprehensive Transportation Plan.*

(PULLED PER COUNCIL)

4. Contract for Independent Audit Services.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

5. 2007/2008 HUD Consolidated Plan Annual Performance and Evaluation Report. (Districts I, III, IV, and VI)

RECOMMENDED ACTION: Close the Public Hearing, approve the HUD Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

(9:30 a.m. or soon thereafter)

6. Public Hearing: Repair or Removal of Dangerous and Unsafe Structures. (Districts I, III, and VI)

| <u>Property Address</u> | <u>Council District</u> |
|-------------------------|-------------------------|
| a. 1344 North Spruce | I |
| b. 1312 North Wabash | I |
| c. 2042 East 9th North | I |
| d. 607 North Ash | I |
| e. 2676 South Jewett | III |
| f. 3429 Roseberry Ct. | III |
| g. 1437 North Otis | VI |

RECOMMENDED ACTION: Close the public hearing, adopt the resolutions declaring the building a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair the structure would be contingent on the following: (1) All taxes have been paid to date, as of September 16, 2008; (2) the structure has been secured as of September 16, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of September 16, 2008, as will be so maintained during renovation.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. CON2008-00032 – Conditional Use for a wireless communication facility on property zoned LC Limited Commercial (“LC”); generally located south of Kellogg Drive, midway between Grove Street and Hillside Avenue. (District I)

RECOMMENDED ACTION: 1) Concur with the findings of the MAPC and approve the Conditional Use (requires $\frac{3}{4}$ majority vote to override protest), 2) Deny the Conditional Use request by making alternative findings, and override the MAPC’s recommendation; OR 3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council’s failure to approve or deny the application (simple majority vote required).

2. ZON2008-00022 – Zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”). Generally located on the southeast corner of Ridge Road and University Avenue. (District V)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change subject to replatting within one year and subject to the Protective Overlay; withhold the publication of the ordinance until the plat is recorded (requires $\frac{3}{4}$ majority vote to approve); OR 2) Return the application to the MAPC for reconsideration.

V. CONSENT PLANNING AGENDA

1. *SUB 2008-14-Plat of Smithmoor 11th Addition located south of Harry and west of Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

2. *SUB 2008-15 -- Plat of Tyler’s Landing 4th Addition located east of Tyler Road and on the south side of 37th Street North. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

1. *Section 8 Administrative Plan Addendum.

RECOMMENDED ACTION: Review and approve the amendment to the Section 8 Administrative Plan for the Section 8 Housing Choice Voucher Program.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

1. *Supplemental Agreement No. 7 - Skycap Services.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

2. *Midfield Road Electrical Duct Bank, Pre-Purchase Agreement of Electrical Switch Gear, Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Authorize staff to pre-purchase (order) this equipment using a letter of agreement.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

- 1.

RECOMMENDED ACTION: Approve the Appointments

XII. CONSENT AGENDA

1. Report of Board of Bids and Contracts dated September 15, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses:

None

3. Applications for Licenses to Retail Cereal Malt Beverages:

| <u>Renewal</u> | <u>2008</u> | <u>(Consumption off Premises)</u> |
|------------------|--------------------------------------------|-----------------------------------|
| Bao Tran | B & H Fast Trips | 2796 South Seneca |
| James L. Smith | Farmers Market, Inc. | 2901 North Broadway |
| Jack N. Reif | Target Corporation dba Target Store T-1944 | 10800 East 21st North |
| Jack N. Reif | Target Corporation dba Target Store t-1945 | 2727 Maize Road |
| Kulwinder Jaswal | Petro America | 223 East 21 Street |
| <u>New</u> | <u>2008</u> | <u>(Consumption off Premises)</u> |
| Bao Tran | B & H Fast Trips#4 | 1203 East Lincoln |

*General/Restaurant - 50% or more of gross receipts derived from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates. (See attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Sanitary Sewer to serve part of Mediterranean Plaza Commercial Second Addition, east of Rock, north of 29th Street North. (District II)
- b. Street Paving for Woods North Addition, south of 29th Street North, west of 127th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Deeds and Easements:

None

7. Statement of Costs:

None

8. Consideration of Street Closures/Uses.

None

9. Agreements/Contracts:

- a. Procurement of Concession Supplies for Golf Courses. (Districts I, III, IV, V, and VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Design Services Agreement:

None

11. Change Orders:

None

12. Property Acquisition:

- a. Acquisition of Temporary Construction Easement at 14802 East Kellogg for the Crestview Country Club Interceptor, Phase II. (District II)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

13. Minutes of Advisory Boards/Commissions

District Advisory Board VI, July 7, 2008

District Advisory Board VI, July 16, 2008

Police & Fire Retirement System, June 25, 2008

Police & Fire Retirement System, July 23, 2008

Wichita Employees' Retirement Board/Police & Fire Retirement Board, July 10, 2008

Wichita Employees' Retirement Board/police & Fire Retirement Board, July 16, 2008

RECOMMENDED ACTION: Receive and file.

14. Report on Claims for August, 2008.

| | |
|----------------------|--------------|
| Wichita Electric Co. | \$2,862.50** |
| Ron Everlove | \$2,566.84 |
| John Sinfellow | \$9,397.32 |
| Angel Valdez | \$126.50 |
| Kansas Gas Service | \$761.04** |
| Kansas Gas Service | \$2,025.27** |
| Ron Karns | \$3,476.34 |
| Tricia Carroll | \$115.00 |

**Settled for lesser amount than claimed

RECOMMENDED ACTION: Receive and file.

15. Proposed Assessment Rolls.

Proposed Assessment Rolls have been prepared for twenty seven (27) water projects, twenty five (25) sewer projects and thirteen (13) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held October 6, 2008 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on September 19, 2008.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, October 7, 2008, and direct the City Clerk to publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

16. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons.

17. August 2008 Monthly Contracts and Agreements Report to Council.

RECOMMENDED ACTION: Receive and file.

18. Purchase of an animal incineration system for Wichita Animal Shelter Facility. (District I)

RECOMMENDED ACTION: Approve the purchase and authorize the Purchasing Manager to negotiate a contract and issue the Purchase Order.

19. Second Reading Ordinances: (First Read September 9, 2008)

- a. Second Reading Ordinances. (See attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

CITY OF WICHITA FORGIVABLE LOAN

FORGIVABLE LOAN AGREEMENT and PROMISSORY NOTE

This Loan Agreement and Promissory Note (the "Agreement"), effective this 23rd day of September 2008, is entered into between the following parties:

Lender: City of Wichita, Kansas ("Lender")
455 N. Main
Wichita, Kansas 67202
Contact Person/Title: Allen Bell, Urban Development Director
Phone: 316-268-4524 FAX: 316-268-4656

Borrower: Cessna Aircraft Company, ("Borrower")
One Cessna Boulevard
Wichita, Kansas 67215
Contact Person/Title: James M. Wade II, Director, Taxes and Assistant Treasurer
Phone: 316-517-3810 FAX: 316-206-5457
FEIN: 43-1395256

WHEREAS, it has been determined by the Lender that an economic emergency or unique opportunity exists which warrants funding to secure economic benefits or avoid or remedy economic losses; and

WHEREAS, the Borrower has specified that this funding will be used to defray the costs of site preparation and construction of aircraft ramps, aprons and taxiways, employee parking facilities and related infrastructure improvements for the Columbus business jet engineering and production facility located at Mid-Continent Airport in Wichita, Kansas; and

WHEREAS, the Lender has authorized an expenditure of up to \$10,000,000 for the purpose of making a loan to the Borrower under such terms and conditions as may be prescribed by the Lender;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements, the parties agree as follows:

1) **Loan Amount and Terms:** Subject to the terms and conditions of the Agreement, the Lender hereby agrees to provide the Borrower with the principal sum of up to ten million dollars (\$10,000,000) for a one hundred twenty-six (126) month period. Interest will accrue from the date of disbursement at the rate of zero percent (0.0%) per annum on the unpaid balance. Should a default occur, repayment of all principal and interest will be made immediately in accordance with the provisions shown below. The Borrower shall have the right to prepay any part or all of the unpaid principal and interest balance at any time without penalty. This loan is not transferable.

2) **Forgiveness of Debt:** The Borrower promises to create and maintain minimum employment levels at the Wichita, Kansas facility at the end of each of ten and one half (10.5) years as shown in the following schedule (the figures for each year cumulative):

| Year | Total Employment | Total Wages | Year | Total Employment | Total Wages |
|--------------------------|------------------|---------------|------|------------------|---------------|
| 2 nd half '08 | 278 | \$ 21,509,972 | 2014 | 300 | \$ 20,072,700 |
| 2009 | 355 | \$ 28,566,481 | 2015 | 513 | \$ 33,834,504 |
| 2010 | 434 | \$ 36,320,470 | 2016 | 725 | \$ 48,244,409 |
| 2011 | 491 | \$ 42,734,297 | 2017 | 888 | \$ 60,036,416 |
| 2012 | 380 | \$ 34,396,322 | 2018 | 1000 | \$ 69,030,894 |
| 2013 | 380 | \$ 33,157,295 | | | |

Job figures reflect full-time equivalent (FTE) positions only. One FTE is equal to 2080 hours earned per year, including vacation. Average salary of all positions shall be at least \$65,000 over the term of the loan.

The first anniversary date for meeting the first year's job creation commitment shall be 12/31/2008. On this first anniversary and at each scheduled anniversary thereafter, the outstanding principal balance will be divided by the number of remaining anniversary dates. By 12/31/2018, the number of new FTE positions created and maintained will be no less than 1,000. The resultant amount and all interest accrued since the previous anniversary date will be forgiven if the scheduled job and wage commitments have been met. However, in the event the Borrower leaves Wichita, Kansas during the term of this agreement, any principal and interest which has been forgiven will be repaid in accordance with item (16) below.

In the event of a technical default under this section, the Borrower has the right of appeal to Lender, if compelling evidence can be presented demonstrating that the default is the result of dramatic, unforeseen changes in economic or market conditions. In the event of an appeal, the Lender will have the sole discretion to enforce the provisions as set forth in item (16) below.

3) **Collateral**: None is required under this Agreement.

4) **Mortgage/Security Agreement**: Not applicable.

5) **Insurance**: The Borrower agrees to provide and maintain at its own expense casualty and hazard insurance covering loss by fire or wind with extended coverage insuring all of the real estate, buildings, fixtures and improvements and all business machinery, equipment, furnishings and furniture at its Wichita, Kansas facility. Evidence of such coverage will be provided to the Lender upon written request. The total amount of the insurance policy shall be sufficient to pay all indebtedness to lien holders and other parties with an interest in this property, and pay the Lender the entire outstanding principal balance and accrued interest. In the event of such loss, the Borrower agrees to repay the Lender as detailed in section 16(A) (ii) below, subject to item (6).

6) **Force Majeure**: In the event that operations at the worksite are impaired or suspended due to uncontrollable forces of nature or other forces outside Borrower's control, the Borrower will be given a reasonable period of time, as determined in the sole discretion of the Lender, in which to reestablish any lost jobs. The term of this agreement will be extended by the length of this period, and no contractual penalty will be imposed on the company during this period.

7) **Release of Mortgage/Security Agreement**: Not applicable.

8) **Life Insurance**: Not applicable.

9) **Use of Funds**: The monies from this loan shall be used by the Borrower to pay for costs directly related to site improvements for the Columbus business jet engineering and production facility at the Borrower's worksite in Wichita, Kansas. Lender shall disburse funds to the Borrower upon presentation of written proof that the aforementioned costs have been incurred by the Borrower.

Any machinery and equipment obtained using these loan funds will be promptly identified to the Lender, including narrative description and serial number, and will remain in the Wichita, Kansas facility for the duration of this agreement. The Lender or its representative shall be afforded the right of inspection of such machinery and equipment throughout the term of this agreement.

10) **Services Provided to Borrower**: The Lender is not obligated to provide any services to the Borrower other than those specified in the Agreement.

11) **Related Contracts**: The Borrower shall provide, upon written request, copies of all contracts entered into by the Borrower for activities covered by the loan monies.

12) **Period of Performance**: The Borrower may be reimbursed with loan funds for expenses incurred prior to the date of this Agreement, if they were made in connection with activities defined in item (9) above.

Activities will terminate when all conditions of the Agreement have been met within any specified time frames, or by mutual consent of all parties to the Agreement, or when a default situation arises, unless the Lender chooses not to terminate the Agreement.

13) **Financial Management**: Borrower shall keep accounting records in conformance with generally accepted accounting principles, and make such records and all related reports, files, documents and other papers pertaining to the funds provided under this Agreement available for audits, examinations and monitoring if requested by Lender; such records will be retained for

a period of three (3) years after termination of the loan period or repayment of the debt in full. The accounting system used by the Borrower shall clearly establish records of budgets and expenditures for the activities funded with the loan monies.

14) **Monitoring and Reporting:** A random audit, or audits, may be conducted by the Lender, or a designated representative of the Lender, to assure accountability of loan expenditures and examine the status of any machinery and equipment acquired with this loan funding.

The Borrower will provide to Lender, on an annual basis and for the term of this agreement, a report for the Borrower's Wichita, Kansas facility which lists the number of full-time equivalent employees, the total payroll as defined in item (2) of this Agreement, and a record of capital investment for the most recent report period and accumulated since the beginning of the report periods. Each report will be submitted within 60 days of the anniversary date of this Agreement.

15) **Waivers:** The Borrower hereby waives presentment, demand of payment, protest, and any and all other notices and demands whatsoever. No waiver of any payment or other right under this Agreement shall operate as a waiver of any other payment or right.

16) **Default:** This Agreement shall be considered in default if:

- (A) Upon any default or failure to properly perform under any clause in this Agreement (or the provisions of any security agreement(s) or mortgage documents which secure this Agreement).
 - (i) If, on the scheduled anniversary, employment levels are below the minimums specified in item (2) of this Agreement, the following repayment is required within thirty (30) days:
 - a) the outstanding principal balance will be divided by the number of remaining anniversary dates, to produce the principal amount due, plus
 - b) interest accrued since the previously scheduled anniversary date.
 - (ii) If the Borrower ceases to operate in Wichita, Kansas during the term of this Agreement, the following repayment is required:
 - a) the entire outstanding principal amount is immediately due and payable, plus
 - b) any principal and interest previously forgiven as specified in item (2) above, plus
 - c) interest penalties equal to a twelve percent (12%) compounded annual rate calculated for a 10½ year period against the highest outstanding principal amount over the term of the loan.
 - (iii) Upon audit, any loan funds shown to have been used for other than the intended purposes shall be repaid with interest to Lender by Borrower. Such unintended purposes would include, but not be limited to, the acquisition of machinery and equipment which is not used at the Wichita, Kansas facility throughout the term of this loan. The amount to be repaid shall be such principal plus twenty-five percent (25%) compounding interest accrued from the date of the initial draw-down against this loan.
 - (iv) If the Borrower otherwise defaults in any manner on the obligations set forth in this Agreement, the following repayment is required:
 - a) any principal balance outstanding on the loan is due and payable; and
 - b) interest penalties equal to a twelve percent (12%) compounded annual rate calculated against the principal balance for the period during which it has been outstanding.
- (B) Upon any occurrence under this Agreement or security agreements or mortgage documents by which this loan may or shall become due and payable.
- (C) At any time that the Lender determines in good faith that the prospect of any payment required by this note is impaired.

In the event of continued default following a fifteen (15) day written notice of default, the Lender may, at its option, declare all unpaid indebtedness evidenced by this Agreement and any modifications thereof, immediately due and payable, without further notice, regardless of date of maturity. The Lender's failure to exercise this option when available at any point in time shall in no way invalidate its right to exercise the option in future default situations. Should it become necessary to collect the monetary obligations of this Agreement through an attorney, the Borrower agrees to pay all costs of collecting these monies, including reasonable attorneys' fees to the extent permitted by law, whether collected by suit, foreclosure, or otherwise.

17) **Indemnification:** The Borrower shall indemnify, defend, and hold harmless the Lender and its respective officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Borrower or any party in a relationship with the Borrower which is a result of this Agreement. The liability of the Borrower under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments and damages resulting from acts occurring prior to the termination of this Agreement.

18) **Amendments:** Changes to this Agreement will not be effective or binding unless in writing and signed by both parties to the Agreement.

19) **Compliance with the Law:** The Borrower agrees to operate in Wichita, Kansas in full compliance with applicable federal, state and local laws without limitation.

20) **Authorization to Contract:** Before or at the time of execution of the Agreement, the Borrower must be able to provide evidence that it is duly incorporated, in good standing in the state of its incorporation, authorized to do business in the State of Kansas, and authorized to borrow money; and evidence shall be provided that the person executing the Agreement and any supporting documents is authorized to act on behalf of the Borrower in such a transaction.

21) **Termination of Agreement:** Lender may terminate the loan, in whole or in part, if the Borrower has failed to comply with the conditions of the Agreement and such failure has resulted in a "default" as set forth in Section 16 of this Agreement. The Borrower will receive written notice and the reasons for termination.

22) **Divisibility:** The invalidity of any one or more phrases, sentences, clauses, or section contained in this Agreement shall not affect the remaining portions of this Agreement, or any part thereof. Further, various headings included in this Agreement exist purely as an aid to locate particular wording, and do not in and of themselves in any way affect the substance of this Agreement.

23) **Complete Document:** The parties agree this Agreement is a complete document in which all obligations have been reduced to writing, and there are no understandings, agreements, conventions or covenants not included herein.

24) **Assignment:** The parties further agree that this Agreement may not be assigned by the Borrower without prior written approval by the Lender.

25) **Binding Effect:** The provisions of this Agreement shall both bind and benefit the Borrower's successors, assigns, guarantors, endorsers, and any other person or entity now or hereafter liable hereon.

26) **Notices.** Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

Borrower: Cessna Aircraft Company
Attn: Vice President, General Counsel
5800 E. Pawnee
Wichita, Kansas 67218-5590

City: City Manager's Office
Attn: Allen Bell, Urban Development Director
455 N. Main, 13th Floor
Wichita, KS 67202

Department of Law
Attn: Gary Rebenstorf, City Attorney
455 N. Main, 13th Floor
Wichita, KS 67202

27) **Cash Basis and Budget Laws.** The right of Lender to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Lender shall at all times stay in conformity with such laws, and as a condition of this Agreement Lender reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

28) **Equal Opportunity and Affirmative Action.**

In carrying out this contract, Borrower shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 et seq.

A. Borrower shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Borrower shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Borrower fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Lender.

D. If Borrower is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Borrower shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Lender.

E. Borrower shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

IN WITNESS WHEREOF, the parties have signed their names below.

LENDER:

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

BORROWER:

CESSNA AIRCRAFT COMPANY

Jack J. Pelton, Chairman, President and CEO

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf
City Attorney

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into on this ____ day of September, 2008, by and between the CITY OF WICHITA, KANSAS, hereinafter referred to as "City," and SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County."

WHEREAS, County has offered a \$5,000,000 forgivable loan to Cessna Aircraft Company ("Cessna") subject to certain terms and conditions; and

WHEREAS, City also has offered a \$5,000,000 forgivable loan to Cessna subject to the same terms and conditions; and

WHEREAS, Cessna has agreed to comply with the terms and conditions, including but not limited to the creation and maintenance of not less than 1,000 jobs paying an average annual salary of not less than \$65,000 per year dedicated to the Columbus business jet program at Cessna's Wichita Mid-Continent Airport facility on or before 2018; and

WHEREAS, operating efficiencies will be achieved if City and County consolidate their forgivable loans to Cessna; and

WHEREAS, the purpose of this agreement is to state the terms and conditions under which City will provide said funding.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. County hereby delegates the execution of its commitment of a \$5,000,000 forgivable loan to Cessna to City. County agrees to accept City's administration of the loan, including but not limited to all findings of compliance or default by Cessna with loan terms and conditions.

2. Contingent upon receipt from County of \$5,000,000 in funding to execute the delegated commitment, City agrees to accept County's delegation of its commitment for the forgivable loan and to execute a \$10,000,000 forgivable loan agreement with Cessna on or before October 1, 2008, subject to prior review and approval of the loan agreement by County's Community Development Director, which approval shall not be unreasonably withheld.

3. County agrees to remit \$5,000,000 to City as its share of loan proceeds not later than 30 days following the execution of this Agreement. City shall not be obligated to advance any funds to Cessna in pursuance of the delegated County commitment unless City has actually received such funds from County. The County's payment obligation hereunder is expressly contingent upon the City's full performance of its payment obligations under the Cessna Forgivable Loan Agreement and Promissory Note. The County's payment obligation shall in no event exceed the lesser of \$5,000,000 or half of the actual forgivable loan made to Cessna, and to the extent that a lesser aggregate sum is owed under the

Cessna forgivable loan due to decreased costs of construction, then the City shall rebate any excess amount previously paid by County and County shall be deemed to have fully performed its obligations hereunder.

4. STATUS OF CITY. City and County agree that service(s) rendered under this agreement are rendered by City as a self-governing entity, and not as an officer, agency, agent or employee of County. County supplies funding to City under this agreement to support the service(s) described in Paragraph 2 above, because of the benefit of the service(s) to residents of County.

5. TERM. The term of this agreement shall commence on the date of execution and shall terminate on December 31, 2018.

6. FUNDING PURPOSE. City shall apply all compensation received from County toward no purpose other than to fulfill City's obligation to Cessna as set forth in the Cessna Forgivable Loan Agreement and Promissory Note.

7. CASH BASIS AND BUDGET LAWS. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

8. INTEREST OF PUBLIC OFFICIALS AND OTHERS. No officer or employee of City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of City, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.

9. TRANSFER OR MODIFICATION. Neither this agreement nor any rights or obligations hereunder shall be assigned, subcontracted, or otherwise transferred by either party without the prior written consent of the other. Any modifications to this agreement must be set forth in writing and signed by both parties.

10. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Kansas.

11. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION. City shall comply with all applicable local, state and federal laws, and regulations, and applicable service standards, in carrying out this agreement, regardless of whether those legal requirements are specifically referenced in this agreement. Equal Opportunity and Affirmative Action: In carrying out this contract, City shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. City shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract

because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, City shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If City fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, City shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If City is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, City shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. City shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the City cumulatively total \$5,000.00 or less during the fiscal year of the City pursuant to K.S.A. 44-1031(c).

12. AUTHORITY. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of an entity that is a party hereto.

IN WITNESS WHEREOF, City and County have executed this contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

ATTEST:

DON BRACE, County Clerk

THOMAS WINTERS, Chairman
Third District

APPROVED AS TO FORM:

JENNIFER MAGANA
Assistant County Counselor

CITY OF WICHITA, KANSAS

CARL BREWER, Mayor

KAREN SUBLETT, City Clerk

GARY REBENSTORF, City Attorney

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: Forgivable Loan Agreement and City-County Economic Development Agreement (Cessna Columbus Project) (District III & IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the agreements and place the Ordinance on first reading.

Background: Cessna Aircraft Company has announced its plans to introduce a new aircraft to its family of business jets. The new Columbus jet will be Cessna's largest and most expensive aircraft. It will also be the largest new product program Cessna has ever undertaken, at an estimated capital investment of \$800 million and the creation of 1,000 engineering, production and support jobs. Recruitment of Cessna to locate the Columbus plant became a high economic development priority for a large number of states anxious to establish or expand their own aerospace cluster. While Cessna considered proposals from other states, officials from the company worked the City, County and the Greater Wichita Economic Development Coalition (GWEDC) to ensure that this community had the opportunity to compete. Because of the size of this project, the State of Kansas became a key player in this highly competitive economic development recruitment project.

In February 2008, a formal incentive offer was presented to Cessna. After evaluating other opportunities, Cessna contacted the state and local partners with information on our competitive standing that resulted in a highly-expedited action by the Kansas Legislature and Governor Sebelius to enact legislation that allows the Kansas Development Finance Authority (KDFA) to issue bonds to supplement the State's incentive offer.

On April 5, 2008, Cessna CEO Jack Pelton announced the company's decision to locate the Columbus assembly plant in Wichita. The local portion of the economic development incentive package was approved in the En Banc meeting of the governing bodies of the City of Wichita and Sedgwick County on April 15, 2008 and subject to final approval of the individual elements of the package.

Analysis: Cessna has identified a preferred site for the construction of their new production plant on undeveloped airport property located between their main Wallace Plant campus on Highway K-42 and the Citation Service Center on Hoover Road. Site improvements include the construction of over 800,000 square feet of buildings, 14 acres of airfield pavement and parking lots for employee and visitor parking. Cessna also plans to import of over 500,000 cubic yards of fill dirt to build up the site elevation. Forgivable loan proceeds will be used to reimburse Cessna for up to \$10 million of these site improvement costs.

Cessna estimates it will take five years of product development, design, testing and certification before full production of the Columbus begins. Employment will ramp-up over a ten and one-half year period to total employment of 1,000 workers at an average annual salary of \$73,412.

The City of Wichita and Sedgwick County have approved a cash incentive in the form of a \$10 million forgivable loan, presented herewith for formal approval. The City and County have committed up to \$5 million each to fund the loan. The forgivable loan agreement covers the full \$10 million and will be

administered by the City; an Economic Development Agreement between the City and the County for funding and administration of the loan is presented herewith for approval. Sedgwick County will consider the Economic Development Agreement at the September 17, 2008 County Commission Meeting.

The loan proceeds will be used to defray the costs of site preparation, paving and infrastructure for the new Columbus Plant. The loan agreement will have a ten and one-half year term to correspond with the expected ramp-up in employment for the Columbus program. Equal amounts of loan principal will be forgiven each year if employment and payroll for the Columbus program reach the milestones set forth in the agreement. If the specified total employment level has not been achieved by the end of the ten and one-half year term, the remaining loan balance will be due and payable. Cessna officials have approved the terms and conditions of the Forgivable Loan Agreement.

Financial Considerations: The loan proceeds will be disbursed as costs are incurred by Cessna and presented to the City for reimbursement over the term of the site build-out. The City's \$5 million share will be financed through the issuance of a general obligation temporary note and payable with debt service cash reserves. The Economic Development Agreement between the City and County provides for the County to remit their share of \$5 million to the City within thirty days of execution of the Economic Development Agreement. County funds will be utilized for reimbursement to Cessna before the City funds are used. Should Cessna not require reimbursement of the full \$10 million, the City will remit to the County the corresponding percentage of their funds as reimbursement.

As part of GWEDC's due diligence for this project, the return-on-investment was calculated for the proposed incentive package.

| | |
|-----------------|--------------|
| City of Wichita | 3.30 to one |
| Sedgwick County | 2.61 to one |
| USD 259 | N/A |
| State of Kansas | 31.48 to one |

Goal Impact: Economic Vitality and Affordable Living. The use of economic development incentives to ensure the expansion of the region's aerospace manufacturing cluster provides economic security.

Legal Considerations: The City Attorney's Office has approved the documents as to form.

Recommendation/Actions: It is recommended that the City Council place on First Reading the Ordinance approving the Forgivable Loan and Economic Development Agreements for the location and construction of the Columbus Assembly Facility in Wichita, Kansas and authorize the necessary signatures.

Attachments: Forgivable Loan Agreement, Economic Development Agreement, Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY CERTAIN COSTS INCURRED IN CONNECTION WITH CESSNA COLUMBUS PROJECT; AND AUTHORIZING, PRESCRIBING THE FORM AND AUTHORIZING THE EXECUTION OF A FORGIVABLE LOAN AGREEMENT AND PROMISSORY NOTE BY AND BETWEEN CESSNA AIRCRAFT COMPANY AND THE CITY OF WICHITA, KANSAS.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, to provide for economic development and employment opportunities for its citizens and for the citizens of Sedgwick County, Kansas, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, the Governing Body of the City has found and determined that it is necessary and desirable, and in the interest and for the general economic welfare of the City and its inhabitants, that the City provide a forgivable loan for Cessna Aircraft Company in the City of Wichita; and

WHEREAS, the Governing Body of the City hereby finds and determines that in connection with Cessna Aircraft Company it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that the City provide a forgivable loan to finance construction of improvements to the Cessna Columbus Project in the City of Wichita; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed \$10,000,000, exclusive of the cost of interest on borrowed money (the "Bonds") be authorized and issued for the purpose of paying the costs incurred by Cessna Aircraft Company for the purposes set forth above, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12, Section 5 of the Kansas Constitution in an amount not to exceed \$10,000,000, exclusive of the costs of interest on borrowed money, for the purpose of providing a forgivable loan to construct improvements associated with the Cessna Columbus Project in the City of Wichita (collectively, the "Project"). Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 *et seq.*, as amended and supplemented.

SECTION 2. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of \$10,000,000 exclusive of the costs of interest on borrowed money, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefore as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefore by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 3. Authorization of the Forgivable Loan Agreement and Promissory Note. The Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the Forgivable Loan Agreement and Promissory Note presented herewith, by and between Cessna Aircraft Company as Borrower and the City of Wichita

as Lender for and on behalf of and as the act and deed of the City with such minor corrections or amendments thereto as the Mayor shall approve (which approval shall be evidenced by his execution thereof) and any such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk and any Deputy City Clerk of the City are hereby authorized and directed to attest the execution of the Forgivable Loan Agreement and Promissory Note, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 4. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action as necessary to carry out and give effect to the transactions contemplated by this Ordinance and the Forgivable Loan Agreement and Promissory Note, and such other documents as are contemplated thereby in connection with the financing, refinancing or construction of the subject improvements.

SECTION 5. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this ____ day of _____, 2008.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk
(Seal)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: City of Wichita Taxable Industrial Revenue Bonds, Amendment to Bond Purchase Agreement (BeautyFirst, Inc. Project) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve Bond Purchase Amendment.

Background: In 2004, the City approved an incentive package that included the acquisition of land at a cost of \$218,000 paid by the City and the issuance of Industrial Revenue Bonds (with accompanying tax abatements) to assist River Sharpe Properties, LLC (“River Sharpe”) with the construction of a corporate office building and warehouse distribution center that is subleased to and used for the benefit of BeautyFirst, Inc. In October 2007, River Sharpe and Gary Sharpe sold the project to Brown Family, L.P. and Michael P. Brown (“Brown”).

The City has received a request to approve an amendment to the Bond Purchase Agreement to complete the transfer of the Series B Bonds currently held by River Sharpe to Brown.

Analysis: When the sale of the Series A Bonds was completed between River Sharpe and Brown, the transfer of the Series B Subordinated Bonds was to be completed on or before October 18, 2008. The parties now wish to complete the transaction; however, amendment of the original Bond Purchase Agreement from 2004 is required as the original agreement did not allow the transfer of the Series B Bonds by River Sharpe. The amendment will remove this condition from the Bond Purchase Agreement and allow River Sharpe to sell the Series B Bonds to Brown.

BeautyFirst has notified the City that they will soon be vacating the facility following the recent purchase of the company by Regis, Inc., a national hair care company. A condition of the incentive package and the site lease between the City and River Sharpe required a minimum occupation of the facility by BeautyFirst of five years; Brown assumed this site lease when he purchased the project. The site lease provides that if BeautyFirst vacates the facility prior to January 2010, Brown would be required to repay the \$218,000 land purchase price to the City. The City has notified Brown of the requirement to repay the incentive. The IRB sublease between Brown and BeautyFirst allows for Brown to require subsequent reimbursement of the \$218,000 from BeautyFirst.

Financial Considerations: The proposed amendment will involve no additional cost to the City.

Goal Impact: Economic Vitality and Affordable Living. Consent to the amendment will continue the flexibility of the City’s bond financing program for project developers.

Legal Considerations: The City Attorney's Office has approved the documents as to form. Sunflower

Bank, N.A., as senior bondholder, has consented to the amendment.

Recommendations/Actions: It is recommended that the City Council place on First Reading the Ordinance approving amendment to the Bond Purchase Agreement and authorize the necessary signatures.

Attachments: Amendment to Bond Purchase Agreement, Ordinance

ORDINANCE NO. 47-997

OF THE
CITY OF WICHITA, KANSAS

Relating to

CITY OF WICHITA, KANSAS
TAXABLE INDUSTRIAL REVENUE BONDS
Series IV-A, 2004
Series IV-B, 2004
(BEAUTYFIRST, INC. PROJECT)

ORDINANCE NO. 47-997

AN ORDINANCE AUTHORIZING EXECUTION AND DELIVERY OF FIRST AMENDMENT TO BOND PURCHASE AGREEMENT.

WHEREAS, the City of Wichita, Kansas, a municipal corporation of the State of Kansas, (the “**Issuer**”), has heretofore issued its not to exceed \$2,350,000 Taxable Industrial Revenue Bonds, Series IV-A, 2004 (BeautyFirst, Inc. Project) (the “**Series A Bonds**”) and its \$650,000 Subordinated Taxable Industrial Revenue Bonds, Series IV-B, 2004 (BeautyFirst, Inc. Project) (the “**Series B Bonds**,” which, together with the Series A Bonds, are referred to herein collectively as the “**Bonds**”); and

WHEREAS, 100% of the outstanding Series A Bonds are owned and held by Sunflower Bank, N.A., Wichita , Kansas, (the “**Priority Bondholder**”) and 100% of the Series B Bonds are owned and held by River Sharpe Properties, LLC (“**River Sharpe**”); and

WHEREAS, the proceeds from the sale of the Bonds to Sunflower Bank, N.A. and River Sharpe were used to acquire certain real property and to finance the construction of certain improvements thereon (the “**Project**”); and

WHEREAS, River Sharpe heretofore entered into a certain Site Lease and Subordination Agreement dated as of July 13, 2004 (the “**Site Lease**”) and a certain Lease dated as of August 15, 2004 (the “**Lease Agreement**”, which Lease Agreement and Site Lease are referred to herein collectively as the “**Leases**”), both by and between River Sharpe, as tenant, and the Issuer, as landlord, whereby River Sharpe leased the Project together with the real property that is the subject of the Site Lease from the Issuer; and

WHEREAS, the Issuer’s interest in the Leases has been pledged to secure the payment of the Bonds and the rights of the Issuer have accordingly been assigned to Sunflower Bank, N.A., Salina, Kansas, a national banking association, as Trustee (the “**Trustee**”) pursuant to a certain Trust Indenture dated as of August 15, 2004 by and between the Issuer, and Trustee (the “**Indenture**”); and

WHEREAS, with the prior written consent of the Issuer, River Sharpe subleased the Project to BeautyFirst, Inc., a Kansas corporation, pursuant to the terms of that certain Build To Suit Lease dated as of December 19, 2003, by and between River Sharpe, as landlord, and BeautyFirst, Inc., a Kansas corporation, as tenant; as subsequently amended (collectively the “**Sublease**”); and

WHEREAS, in connection with the issuance of the Bonds, River Sharpe executed and delivered to the Issuer and the Trustee (i) that certain Administrative Service Fee Agreement, dated as of August 15, 2004 (the “**Administrative Service Fee Agreement**”) and that certain Guaranty Agreement, dated as of August 15, 2004 (the “**Guaranty**”); and

WHEREAS, on or about October 18, 2007, with the prior written consent of the Issuer and the Priority Bondholder and subject to the Sublease and the continued use of the Project by BeautyFirst, Inc. pursuant to said Sublease, River Sharpe assigned to Brown Family, L.P. (“**Brown**”), and Brown accepted from River Sharpe, all of River Sharpe’s right, title, interest, duties, obligations and liabilities under the Site Lease, the Lease Agreement, the Sublease, the Administrative Service Fee Agreement and the Guaranty, all pursuant to the terms of that certain Assignment of Leases (the “**Assignment**”); and

WHEREAS, in connection with the issuance of the Bonds, Gary Sharpe, an individual, did execute and deliver to the Trustee that certain Individual Guaranty Agreement, dated as of August 15, 2004 (the “**Individual Guaranty**”); and

WHEREAS, in order to secure the consent of the City and the Priority Bondholder to the Assignment, Dr. Michael Brown, by executing the Assignment, assumed the Individual Guaranty; and

WHEREAS, in connection with the execution, delivery and performance of the Assignment by River Sharpe and Brown, River Sharpe and Brown executed and delivered that certain Agreement for Purchase or Redemption of Subordinated Bonds dated October 18, 2007 (the “**Purchase Agreement**”), pursuant to which River Sharpe promised to sell the Series B Bonds to Brown and Brown promised to purchase the same from River Sharpe on or before October 18, 2008; and

WHEREAS, Section 6(c) of the Bond Purchase Agreement dated as of August 15, 2004 by and between the River Sharpe and the Issuer (the “**BPA**”), pursuant to with the Series B Bonds were acquired by River Sharpe, states that River Sharpe shall not transfer, sell, assign or hypothecate the Series B Bonds; and

WHEREAS, Brown and River Sharpe have requested the Issuer to amend the BPA to strike, in its entirety, Section 6(c) thereof and thereby allow, upon satisfaction of the conditions set forth in Section 6(b) of the BPA, River Sharpe to sell the Series B Bonds to Brown pursuant to the Purchase Agreement; and

WHEREAS, the Priority Bondholder has consented in writing to the requested amendment to the BPA; and

WHEREAS, the Issuer finds and determines that it is necessary and desirable to amend the BPA to strike Section 6(c) thereof and thereby allow, upon satisfaction of the conditions set forth in Section 6(b) of the BPA, River Sharpe to sell the Series B Bonds to Brown pursuant to the Purchase Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and the Leases.

Section 2. Authorization of First Amendment to BPA. The Issuer is hereby authorized to enter into the First Amendment to Bond Purchase Agreement (“**BPA Amendment**”) by and between the Issuer and River Sharpe for the purpose of striking, in its entirety, Section 6(c) from the BPA.

Section 3. Execution of Documents. The Mayor or Vice Mayor of the City of Wichita, Kansas is hereby authorized and directed to execute and deliver the BPA Amendment for and on behalf of and as the act and deed of the Issuer in substantially the form presented today with such minor corrections or amendments thereto as the Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or any Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the BPA Amendment and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the BPA Amendment all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

PASSED by the governing body of the City of Wichita, Kansas this 23rd day of September, 2008.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

Attest:

_____, City Clerk

(Seal)

Approved as to Form:

Gary Rebenstorf, City Attorney

FIRST AMENDMENT TO BOND PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO BOND PURCHASE AGREEMENT (the "**BPA Amendment**"), dated as of the ____ day of October, 2008, by and between the City of Wichita, Kansas, a municipal corporation of the State of Kansas, and River Sharpe Properties, LLC, a Kansas limited liability Company.

WITNESSETH: THAT

WHEREAS, the City of Wichita, Kansas, a municipal corporation of the State of Kansas, (the "**Issuer**"), has heretofore issued its not to exceed \$2,350,000 Taxable Industrial Revenue Bonds, Series IV-A, 2004 (BeautyFirst, Inc. Project) (the "**Series A Bonds**") and its \$650,000 Subordinated Taxable Industrial Revenue Bonds, Series IV-B, 2004 (BeautyFirst, Inc. Project) (the "**Series B Bonds**," which, together with the Series A Bonds, are referred to herein collectively as the "**Bonds**"); and

WHEREAS, 100% of the outstanding Series A Bonds are owned and held by Sunflower Bank, N.A., Wichita, Kansas, (the "**Priority Bondholder**") and 100% of the Series B Bonds are owned and held by River Sharpe Properties, LLC ("**River Sharpe**"); and

WHEREAS, the proceeds from the sale of the Bonds to Sunflower Bank, N.A. and River Sharpe were used to acquire certain real property and to finance the construction of certain improvements thereon (the "**Project**"); and

WHEREAS, River Sharpe heretofore entered into a certain Site Lease and Subordination Agreement dated as of July 13, 2004 (the "**Site Lease**") and a certain Lease dated as of August 15, 2004 (the "**Lease Agreement**", which Lease Agreement and Site Lease are referred to herein collectively as the "**Leases**"), both by and between River Sharpe, as tenant, and the Issuer, as landlord, whereby River Sharpe leased the Project together with the real property that is the subject of the Site Lease from the Issuer; and

WHEREAS, the Issuer's interest in the Leases has been pledged to secure the payment of the Bonds and the rights of the Issuer have accordingly been assigned to Sunflower Bank, N.A., Salina, Kansas, a national banking association, as Trustee (the "**Trustee**") pursuant to a certain Trust Indenture dated as of August 15, 2004 by and between the Issuer, and Trustee (the "**Indenture**"); and

WHEREAS, with the prior written consent of the Issuer, River Sharpe subleased the Project to BeautyFirst, Inc., a Kansas corporation, pursuant to the terms of that certain Build To Suit Lease dated as of December 19, 2003, by and between River Sharpe, as landlord, and BeautyFirst, Inc., a Kansas corporation, as tenant; as subsequently amended (collectively the "**Sublease**"); and

WHEREAS, in connection with the issuance of the Bonds, River Sharpe executed and delivered to the Issuer and the Trustee (i) that certain Administrative Service Fee Agreement, dated as of August 15, 2004 (the "**Administrative Service Fee Agreement**") and that certain Guaranty Agreement, dated as of August 15, 2004 (the "**Guaranty**"); and

WHEREAS, on or about October 18, 2007, with the prior written consent of the Issuer and the Priority Bondholder and subject to the Sublease and the continued use of the Project by BeautyFirst, Inc. pursuant to said Sublease, River Sharpe assigned to Brown Family, L.P. ("**Brown**") and Brown accepted from River Sharpe, all of River Sharpe's right, title, interest, duties, obligations and liabilities under the Site Lease, the Lease Agreement, the Sublease, the Administrative Service Fee Agreement and the Guaranty, all pursuant to the terms of that certain Assignment of Leases (the "**Assignment**"); and

WHEREAS, in connection with the issuance of the Bonds, Gary Sharpe, an individual, did execute and deliver to the Trustee that certain Individual Guaranty Agreement, dated as of August 15, 2004 (the "**Individual Guaranty**"); and

WHEREAS, in order to secure the consent of the City and the Priority Bondholder to the Assignment, Dr. Michael Brown, by executing the Assignment, assumed the Individual Guaranty; and

WHEREAS, in connection with the execution, delivery and performance of the Assignment by River Sharpe and Brown, River Sharpe and Brown executed and delivered that certain Agreement for Purchase or Redemption of Subordinated Bonds dated October 18, 2007 (the "**Purchase Agreement**"), pursuant to which River Sharpe promised to sell the Series B Bonds to Brown and Brown promised to purchase the same from River Sharpe on or before October 18, 2008; and

WHEREAS, Section 6(c) of the Bond Purchase Agreement dated as of August 15, 2004 by and between the River Sharpe and the Issuer (the “**BPA**”), pursuant to with the Series B Bonds were acquired by River Sharpe, states that River Sharpe shall not transfer, sell, assign or hypothecate the Series B Bonds; and

WHEREAS, Brown and River Sharpe have requested the Issuer to amend the BPA to strike, in its entirety, Section 6(c) thereof and thereby allow, upon satisfaction of the conditions set forth in Section 6(b) of the BPA, River Sharpe to sell the Series B Bonds to Brown pursuant to the Purchase Agreement; and

WHEREAS, the Priority Bondholder has consented in writing to the requested amendment to the BPA; and

WHEREAS, the Issuer finds and determines that it is necessary and desirable to amend the BPA to strike Section 6(c) thereof and thereby allow, upon satisfaction of the conditions set forth in Section 6(b) of the BPA, River Sharpe to sell the Series B Bonds to Brown pursuant to the Purchase Agreement

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and Tenant do mutually covenant and agree as follows:

Section 1. Section 6(c) of the BPA is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have executed these presents.

[Signatures on following page]

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[Seal]

ATTEST:

_____, City Clerk

RIVER SHARPE PROPERTIES, LLC

By:
Gary Sharpe, Manager

[

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: City Council Resolution Encouraging Creation of a Statewide Comprehensive Transportation Plan.

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the resolution.

Background: The Kansas Legislature will consider the creation of a new comprehensive transportation plan during the 2009 legislative session. Communities across the state are being encouraged by the League of Municipalities to identify a project list that demonstrates the need for a new Comprehensive Transportation Program (CTP).

Analysis: Adoption of resolution will signal the City of Wichita's interest and support in the creation of a new CTP and identify the broad range of transportation needs in our community and region that can only be addressed with a statewide plan.

Financial Considerations: Without a state-financed CTP, local and regional transportation projects must be financed with local resources, and many will be unattainable due to cost constraints.

Goal Impact: Adoption of the resolution will contribute to the Efficient Infrastructure goal of the City of Wichita.

Legal Considerations: The Law Department has reviewed the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the CTP resolution and authorize the necessary signatures.

RESOLUTION NO. 08-457

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,
ENCOURAGING THE ENACTMENT BY THE KANSAS LEGISLATURE OF A NEW STATE-WIDE
COMPREHENSIVE TRANSPORTATION PROGRAM

WHEREAS, one of the major responsibilities of city government is to plan for the community's immediate and long-term transportation needs; and

WHEREAS, the Wichita City Council has conducted the necessary investigations to identify the transportation capital improvements that are needed in the City of Wichita; and

WHEREAS, these specific transportation capital improvements are essential to the health, safety and welfare of our citizens in the future; and

WHEREAS, these specific transportation capital improvements are vital to the economic well-being of the City of Wichita and its long-term growth and development; and

WHEREAS, the failure to undertake these transportation capital improvements will impede and may prevent the economic needs and goals of the City of Wichita from being accomplished; and

WHEREAS, the City of Wichita is unable to finance such capital transportation improvements without substantial assistance from the State of Kansas and the Kansas Department of Transportation; and

WHEREAS, the State of Kansas and the Department of Transportation cannot sufficiently address the transportation needs of the City of Wichita and other cities and counties across the state without the enactment of a new Comprehensive Transportation Program by the Kansas Legislature;

NOW, THEREFORE, BE IT RESOLVED BY THE WICHITA CITY COUNCIL:

Section 1. After careful investigation of the transportation needs in the City of Wichita, the following transportation capital improvements are hereby declared to be vital to the future economic growth and development of the City of Wichita and the safety of its citizens and warrant inclusion in any future Comprehensive Transportation Program adopted by the Kansas Legislature:

I-235 interchanges at Kellogg and Central
Kellogg construction
NW Wichita (K-254) Bypass
I-135 Interchange at 47th St. S.
North Junction – K-96, I-254, I-135
Rail Corridor Master Plan/Construction
I-235 Floodway Bridges
Hoover/K-96 Interchange

Transportation project list endorsed by the Wichita Area Metropolitan Planning Organization

Regional Transportation List endorsed by the South-Central Kansas Regional Economic Area Partnership

Section 2. The Wichita City Council hereby endorses and supports the enactment of a new Comprehensive Transportation Program by the Kansas Legislature of sufficient size and magnitude to address the specific transportation capital improvements set forth in Section 1.

Section 3. The City Clerk shall send copies of this resolution to Gov. Kathleen Sebelius; members of the South-Central Kansas Legislative Delegation; all other candidates for the Kansas Legislature; all local news media outlets; and the League of Kansas Municipalities.

ADOPTED by the Governing Body of the City of Wichita this 16th Day of September 2008.

Mayor Carl Brewer

(Seal)

Attest:

Karen Sublett, CMC
City Clerk

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: Contract for Independent Audit Services (All Districts).

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Approve the contract and authorize the necessary signatures.

Background: Federal and State law, as well as City policy, require all City programs to be audited annually by a certified public accounting firm. A separate compliance audit is required for the Passenger Facility Charge Program and all federally funded grant programs. Additionally, an audit of the City's pension plans is required to meet certification requirements of the Government Finance Officers' Association.

The City must comply with government accounting standards which call for both budgetary and accrual accounting, the standards set forth for sharing of forfeited property for state and local law enforcement, the cost principles for local governments as set forth by the Office of Management and Budget, guidelines set forth by the Federal Aviation Administration for passenger facility charges, all other applicable federal and state statutes and criteria specified by granting agencies.

The Government Accounting Standards Board sets forth accounting and reporting standards. The most significant change in government accounting was implemented under GASB 34, which became effective for the City on January 1, 2002. Since 2002, the Government Accounting Standards Board has issued 12 new standards, two of which will be implemented in 2008 and one in 2010.

Qualifications for the external auditor include extensive knowledge in current accounting and reporting issues, with specific knowledge and practice in government accounting and government auditing.

Analysis: In June 2008, a Request for Proposal for audit services for the years 2008 through 2012 was extended directly to 21 certified public accounting firms and posted on the City's web-site. Three firms responded. All firms were interviewed by the staff screening and selection committee.

Based on the qualifications of the firms, the qualifications of the engagement staff and the scope of services offered by the respective firms, Allen, Gibbs & Houlik, L.C. is recommended to provide external audit services at a fee of \$195,675 for fiscal 2008, \$203,990 for fiscal 2009, \$213,695 for 2010, \$223,400 for 2011 and \$233,225 for 2012. All inclusive costs for services related to a bond sale are quoted at \$5,000 per bond sale over the life of the contract. Ancillary services that may be requested in addition to those within the scope of the audit will be billed at the composite hourly rate quoted in the given year of this contract.

In addition to demonstrating stronger qualifications than the other competing firms, Allen, Gibbs & Houlik, L.C. submitted the bid with the lowest overall cost.

Financial Considerations: The annual cost of the financial audit is included in the appropriated budget.

Goal Impact: The Internal Perspective is advanced with an independent audit of the City's financial accounts and reports. The opinion and reports of the independent auditors fairly report on the financial statements of the City to the City Council, the Citizens of Wichita, and to investors. In addition, the audit reports demonstrate legal and budgetary compliance with applicable laws and ordinances for report year.

Legal Considerations: The audit contract meets the requirements of Kansas law for an annual audit of City financial records by a certified public accounting firm (K.S.A. 75-1122) in accordance with the minimum standard audit programs (K.S.A. 75-1123). The Department of Law has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve contract and authorize the necessary signatures.

CONTRACT FOR PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

ALLEN GIBBS & HOULIK, L.C.

This Contract is made and entered into this ____ day of _____, 2008, by and between the CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal place of business at 455 N. Main, Wichita, Kansas 67202, hereinafter referred to as "CITY", and ALLEN GIBBS & HOULIK, L.C., having a principal office at 301 North Main, Suite 1700, Wichita Kansas 67202-4868, hereinafter referred to as "AUDITOR".

WITNESSETH:

WHEREAS, the CITY is authorized by law to enter into contracts for professional services; and

WHEREAS, it is necessary for CITY to be audited annually by a certified public accounting firm in order to comply with Federal and State statutes and City of Wichita policy; and

WHEREAS, AUDITOR is an public accounting firm that is recognized for its expertise in the conduct of audits of government operations; and

WHEREAS, AUDITOR is ready, willing and able to provide these services to the CITY in satisfaction of the requirements of Federal and State law and city policy.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

AUDITOR is hereby employed by the CITY to provide comprehensive annual financial audit services, including an audit of the City's financial statements, an audit of the City's pension plans, the single audit in accordance to OMB Circular A-133, procedures as required by the State of Kansas related to landfill and landfill postclosure care, procedures related to the City's issuance of sales tax bonds, audit services for the Wichita Housing Authority, as required by the Uniform Financial Reporting Standards (UFRS) Rule for Public Housing Authorities, issued by the Department of Housing and Urban Development (HUD), a review of the electroning filing of the annual report for th Wichita Hosuing Authority as required by the HUD, provide various and specified reports as listed in the request for proposal, complete SF-SAC for submittal to the Federal Audit Clearinghouse, and other duties and considerations as noted in the request for proposal and the AUDITOR's Technical Proposal for Professional Audit Services dated July 7, 2008 and AUDITOR'S Cost Proposal for Auditing Services dated July 7, 2008, all of which documents are incorporated in this agreement by this reference the same as if they were set forth in full.

2. AUDITOR AGREES

a. To provide the professional services and personnel necessary to perform the tasks as outlined in the Scope of Services.

b. To maintain all books, documents, papers, accounting records and other evidence pertaining to all services rendered and to make such material available at reasonable times during the contract period, and for three (3) years from the date of the final payment under this agreement for inspection by the CITY or its authorized representatives.

c. To comply with all federal, state, and local laws, ordinances, and regulations applicable to these services and to comply with the City of Wichita nondiscrimination requirements which are attached as Exhibit A hereto.

d. To be available at reasonable times for consultation with the City Council or the City Manager.

3. THE CITY AGREES

a. To furnish the necessary data, ordinances, and other information required for the performance of the audit services required hereunder.

b. To pay AUDITOR for services in accordance with the terms of this agreement.

4. THE PARTIES MUTUALLY AGREE

a. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, because of the AUDITOR's inability to proceed with the work, or because the services of the AUDITOR are unsatisfactory; provided, however, that in any case the AUDITOR shall be paid the reasonable value of the services rendered up to the time of the termination.

b. The services to be performed by the AUDITOR under the terms of this contract are personal and cannot be assigned, transferred or in any way disposed of by the AUDITOR without prior and specific written consent of the CITY.

c. The rights and remedies of the parties provided for under this agreement are in addition to any other rights and remedies provided by law.

d. It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of this agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms and conditions of this Contract.

e. CITY personnel will be included in any relevant in-house governmental training programs conducted by AUDITOR without additional expense to CITY other than out-of-pocket expenses.

5. TERM

The term of this Contract shall be for a period of one year, commencing upon the date of the signing of this agreement, with the option to renew for the four (4) years. In the event CITY desires to exercise its option to renew the agreement for the subsequent year, written notice will be provided to AUDITOR of this intention as soon as possible following completion of the current year audit, but in no event shall such notice be given later than August 31 of the year following the year being audited.

6. FEES

Audit services shall be provided at a not to exceed price of \$195,675 for the fiscal 2008. Shall the City choose to exercise the option to renew the contract for subsequent years, services within the scope of this contract shall be provided at the not to exceed price of

\$203,990

Fiscal 2009 audit services

| | |
|-----------|-----------------------------|
| \$213,695 | Fiscal 2010 audit services |
| \$223,400 | Fiscal 2011 audit services |
| \$233,225 | Fiscal 2012 audit services. |

Services outside the scope of audit, or services that extend the scope of this audit, will be provided based on the rates utilized to compute the cost of the overall audit services.

In addition, AUDITOR will provide an opinion for official statements for bond sales at a cost which will be negotiated at the time the opinion is prepared, but which in no event will exceed the sum of \$5,000 for each opinion during the term of this Contract or any extension thereof.

7. TIME OF PERFORMANCE

Services under this Contract will commence with the signing hereof and be completed in time to permit the submission of the final reports not later than May 1 of the year following the year being audited. AUDITOR recognizes that time is of the essence in the performance of its duties hereunder. If final reports are to be submitted after the dates established in the City of Wichita Request for Proposal Number, the AUDITOR shall notify the CITY as soon as possible to reach an agreement regarding submission of the final reports.

8. AMENDMENTS

Changes in this Contract may be accomplished only when placed in written form and approved by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, Acting City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

Signature of AUDITOR Firm

Firm Title

Position of Signature

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Exempted from these requirements are: (State of Kansas)

1. Any contractor, subcontractor, vendor or supplier who has already complied with the provisions set forth in sections pertaining to the State of Kansas by reason of holding a contract with the Federal government, or a contract involving Federal funds.
2. Contracts entered into by a contractor, subcontractor, vendor or supplier who employs fewer than four (4) employees during the term of this contract.
3. Contracts with the City of Wichita with a cumulative total of five thousand dollars (\$5,000) or less during the fiscal year of the City.

D. Provisions of the City of Wichita, Kansas, relating to Non-Discrimination Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall observe the provisions of the Code of the City of Wichita against discrimination (Section 2.12.900, et seq. of the Code of the City of Wichita, Kansas) and shall not discriminate against any employee or applicant for employment in the performance of work under the present contract, purchase order or agreement because of race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Rights and Services Board of the City of Wichita, Kansas, "Civil Rights and Services" in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, Vietnam Era Veteran or Special Disabled Veteran and age except where age is a bona fide occupational qualification", national origin, ancestry or marital status. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase that is deemed acceptable by the "Wichita Civil Rights and Services Board";
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the rules, regulations and the orders issued by the Board pursuant thereto, and will permit access to books, records and procedures concerning employment relations by the "Civil Rights and Services Board" of said City for the purpose of investigation to ascertain compliance with Non-Discrimination Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the Board in accordance with the provisions hereof, the

vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be initiated against such vendor, supplier, contractor or subcontractor;

4. If the vendor, supplier, contractor or subcontractor is found guilty of a violation of any provision of the Code of the City of Wichita pertaining to and regulating Non-Discrimination Equal Employment Opportunity under a decision or order of the "Civil Rights and Services Board" of the City of Wichita, Kansas, which has become final, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement, and it may be canceled, terminated or suspended in whole or in part by the City of Wichita, and such other sanctions and remedies may be imposed as provided by law;
5. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 4 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

E. Exempted from these requirements are: (City of Wichita)

1. Any contractor or subcontractor, vendor or supplier of the City of Wichita, or any of its agencies, who wishes to enter into a contract, purchase order or agreement which is covered by the provisions of Section 2.12.908 of the Code of the City of Wichita, Kansas, shall prior to entering into such contract, purchase order or agreement, submit to the "Civil Rights and Services Board" of the City of Wichita, Kansas, a preliminary report on forms provided by the Board concerning Non-Discrimination Equal Employment/Affirmative Action for review and evaluation. Upon review of the preliminary form submitted:
 - a. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 - b. The provisions of Section 2.12.908 shall not apply to vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
 - c. Those contractors, subcontractors, vendors or suppliers not exempted herein whose preliminary report reveals deficiencies shall be required to submit goals and timetables for correction of such deficiencies in accordance with instructions included with the preliminary report for review, evaluation and acceptance prior to a contract, purchase order or agreement award.

- F. Failure of any contractor, subcontractor, vendor or supplier to report to the "Kansas Human Rights Commission" as required by K.S.A. 1976 Supp. 44-1031, as amended, or to the "Civil Rights and Services Board" of the City of Wichita as required by 2.12.908, of the Code of the City of Wichita, Kansas; or being found guilty of a violation of the City's Ordinances, State Statutes, or Federal Statutes, or regulations pertaining to unlawful discrimination, which finding, decision or order has become final, shall be deemed a breach of this contract and said contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

**City of Wichita
City Council Meeting
September 16, 2008**

TO: Mayor and Members of the City Council

SUBJECT: 2007/2008 HUD Consolidated Plan Annual Performance and Evaluation Report
Districts I, III, IV and VI

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the Public Hearing, approve the HUD Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

Background: The City is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) for projects covered by the HUD Consolidated Plan. The 2007 CAPER documents the activities undertaken during the program year beginning July 1, 2007 and ending June 30, 2008 for the Community Development Block Grant (CDBG), the HOME Investment Partnerships (HOME) and the Emergency Shelter Grant (ESG) programs.

Analysis: During the reporting period, residents of the City of Wichita received direct benefits from expenditure of CDBG, HOME and ESG funds. Funds were expended under the CDBG program for 10 capital improvement projects. Neighborhood Improvement Services provided grants and loans to homeowners for the rehabilitation of 249 residential structures and 13 neighborhood clean-ups were conducted. Public Service agencies received funds to assist 327 youth with summer employment and 4,903 youth participated in the after school recreation and enrichment program. The women's shelters served 625 women and 605 children who were victims of domestic violence. The HOME program assisted 37 first-time homeowners, and 2 households received rehabilitation assistance through the Deferred Loan Program. The ESG program served 4,263 persons (cumulative) by providing short-term shelter, case management and other services to the homeless and victims of domestic abuse.

Financial Considerations: The total expenditures for the July 1, 2007/June 30, 2008 program year were \$4,153,817: \$2,531,266 for the CDBG program; \$1,496,116 for HOME Investment Partnerships program; and \$126,435 in the ESG program.

Goal Impact: Support a Dynamic Core Area and Vibrant Neighborhoods

Legal Considerations: The City is required to provide an opportunity for citizens to review and comment on the CAPER prior to submitting the CAPER to the U.S. Department of Housing and Urban Development (HUD). The City published a notice in the Community Voice on August 28, 2008 and in the Wichita Eagle on August 29, 2008, advising that public comments would be accepted until September 4, 2007. The CAPER was made available to the public through the Neighborhood City Halls, Housing and Community Services Department, Planning Department, City Council Office, City Manager's Office, City of Wichita website and all branches of the Wichita Public Library.

Recommendation/Action: It is recommended that the City Council close the Public Hearing, approve the HUD Consolidated Annual Performance and Evaluation Report, and authorize submission to the U.S. Department of Housing and Urban Development.

Attachments: None

**City of Wichita
City Council Meeting
September 16, 2008**

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure
(Districts I, III and VI)

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On August 5, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the properties below. The Council adopted a resolution providing for a public hearing to be held on these condemnation actions at 9:30 a.m. or as soon thereafter, on September 16, 2008.

Analysis: On May 5, 2008, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed as item a. On June 2, 2008, the BCSA held a hearing on the two residential properties listed as items b and e. On July 14, 2008, the BCSA held a hearing on the four residential properties listed as items c, d, f and g.

| <u>Property Address</u> | <u>Council District</u> |
|------------------------------------|--------------------------------|
| a. 1344 North Spruce | I |
| b. 1312 North Wabash | I |
| c. 2042 East 9 th North | I |
| d. 607 North Ash | I |
| e. 2676 South Jewett | III |
| f. 3429 Roseberry Ct. | III |
| g. 1437 North Otis | VI |

Detailed information/analysis concerning this property are included in the attachments.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area

and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on August 8, 2008 and August 15, 2008. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolutions declaring the buildings to be dangerous and unsafe structures, and accept the BCSCA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures. Any extensions of time granted to repair any structures would be contingent on the following: (1) All taxes have been paid to date, as of September 16, 2008; (2) the structures have been secured as of September 16, 2008 and will continue to be kept secured; and (3) the premises are mowed and free of debris as of September 16, 2008, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Case Summary, Summary, and Follow-Up History.

September 16, 2008
City Council Hearing
Removal of Dangerous Structures Case Summary

| Address | Cncl. Dist. | Hsng. Case Age | CLEAN Team Invlvmnt? | Cndm. Init. Date | BCSA Hrng. Date | Owner/ Rep. at BCSA ? | BCSA Recomm. | Open or Secure | Premise Cond. Status | Prop. Tax Status | Board-up & Clean-up Assmnts. |
|-------------------|-------------|--------------------|----------------------|------------------|----------------------------------------------|------------------------|----------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| 1344 N. Spruce | I | 14 yrs. 11 mos. | No | 12/20/07 | 02/04/08 05/05/08 | Yes Yes | 90 days 60 days (or) 10/10 | Secure | Large amount of bulky waste and salvage material | Current | There is a 2008 special assessment for lot cleanup in the amount of \$1086.85 |
| 1312 N. Wabash | I | 14 yrs. 10 mos. | No | 01/23/08 | 03/03/08 06/02/08 | Yes Yes | 90 days 10/10 | Secure | Tall grass and weeds | Current | None |
| 2042 E. 9th N. | I | 13 yrs. 5 mos. | No | 02/25/08 | 05/05/08 07/14/08 | Yes No | 60 days 10/10 | Secure | Tall grass and weeds | The 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$1049.35. It is in foreclosure. | None |
| 607 N. Ash | I | 7 yrs. 1 mo. | No | 05/19/08 | 07/14/08 | No | 10/10 | Secure | Tall grass and weeds | Current | There is a pending special for board-up in the amount of \$143.54. |
| 2676 S. Jewett | III | 7 yrs. | No | 01/23/08 | 03/03/08 06/02/08 | Yes No | 90 days 10/10 | Secure | Large amount of debris | The 2005 taxes are delinquent in the amount of \$1420.19, which includes specials. | None |
| 3429 Roseberry Ct | III | 8 mos. | No | 01/23/08 | 03/03/08 05/05/08 06/02/08 07/14/08 | Yes Yes No No | 60 days 30 days 30 days 10/10 | Unsecure | Furniture, debris and tall grass | Current | None |
| 1437 N. Otis | VI | 12 yrs. 6 mos. | No | 05/19/08 | 07/14/08 | Yes | 10/10 | The south and north walls are collapsing and are not secure | Camper trailer stored in rear yard and tall grass and weeds | The 2005, 2006 and 2007 taxes are delinquent in the amount \$3138.31, which includes specials. | There is a 2007 special assessment for lot cleanup in the amount of \$1790.12. |

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1344 N. Spruce

LEGAL DESCRIPTION: Lots 14 and 16, on Spruce Avenue formerly Penn Street, Sunnyslope Addition to Wichita, Sedgwick County, Kansas

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 25x40 feet in size. Vacant for at least 10 years, this structure has a cracking foundation; rotted and missing wood lap siding; sagging and badly worn composition roof with missing shingles; rotted and missing wood trim; and rotted framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 1

ADDRESS: 1344 N. Spruce

ACTIVE FIELD FILE STARTED: October 12, 1993

NOTICE(S) ISSUED: Since October 12, 1993, several notice of improvements and violation notices have been issued. Between 1994 and 1998, some repairs were completed on the exterior and the property was maintained boarded and secured.

PRE-CONDEMNATION LETTER: September 5, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is a 2008 special assessment for lot cleanup in the amount of \$1086.85.

PREMISE CONDITIONS: Large amount of bulky waste and salvage material

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: On April 30, 2008, abated by City of Wichita contractor in the amount of \$944.79.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: December 20, 2008

RECENT DEVELOPMENTS: The roof has been repaired, painting in progress and the collapsing attached garage has been removed. It is secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the February 4, 2008 BCSA hearing Samuel Roberts, the owner of the property, was present at the hearing.

Addressing the Board, Mr. Roberts explained that he intended to wreck the rear addition and repair the damage to the foundation of the structure. He also plans to repair the roof. The house has been used for storage since previous fire damage prevented him from renting out the house. Mr. Roberts told the Board that he had been under the impression that he had met the requirements for compliance; however, he was not aware at the time that he was required to notify Central Inspection to verify that repairs had been made to the building. He also advised the Board that the trash and debris had been removed from the site, and that he had been hauling trash from the property about once a month due to

illegal dumping. Mr. Roberts said that he had contacted Michael Hollimon of Neighborhood Improvement Services and was told that NIS would be unable to provide anything more than paint in the way of financial assistance. The program supplying the paint will not be available until after April 1, 2008. Mr. Roberts has made inquiries of a general contractor and an electrical contractor to possibly contract to do the repairs on the dwelling. He was uncertain how long it might take to get the work underway, but asked if he could be allowed six months to make the repairs.

Board Member Banuelos made a motion to allow three months to begin the repairs and then report back to the Board on the progress. Board Member Coonrod seconded the motion, adding that the property should remain clean and secure in the interim. The motion was approved.

At the May 5, 2008 BCSA hearing this property was represented by Samuel Roberts.

This case was first presented to the Board at the February 4, 2008, hearing. A motion was made and approved to allow three months for repairs to begin, and then have Mr. Roberts report the status of the property to the Board.

The taxes are current on this property. There are no special cost assessments against this property. The premise conditions are fair. Although no repairs have been started, the structure is secure.

Mr. Roberts addressed the Board. He told the Board that the roof had been replaced. Most of the rear addition of the house had been removed, according to Mr. Roberts. Chairman Murabito asked how long it would take Mr. Roberts to complete the repairs. Mr. Roberts replied that he had to have a new electric meter installed, and there was other electrical work to be done. At the end of the week, he anticipated receiving paint through the Neighborhood Improvement Services paint program. An individual that Mr. Roberts had hired to assist him with the repairs was no longer able to devote time to helping him. Mr. Roberts indicated that the remainder of the repairs could be completed within two months, since he was doing the repairs by himself. Board Member Hartwell asked if the structure was habitable. Mr. Roberts said that it would be once the repairs were complete. He said a threshold needed to be replaced, and he was concerned that once the boards were removed from the windows that vandals would break the glass. It is possible, Mr. Roberts continued, that he has a potential buyer for the property.

Board Member Harder made a motion to allow sixty days for the remainder of the exterior repairs to be completed, or the property would be submitted to the City Council with a recommendation of condemnation, with ten days to begin the demolition and ten days to complete removal of the structure. Board Member Coonrod seconded the motion. The motion carried.

At Chairman Murabito's request, Ms. Legge explained the procedures once a property was sent before the City Council with a recommendation of condemnation.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1312 N. Wabash

LEGAL DESCRIPTION: Lot 38 and 40, on Wabash Avenue, H.O. Burleigh's 3rd Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 70x25 feet in size. Vacant for at least 14 years, this structure has a cracking block foundation; cracking and shifting concrete block walls; cracking and shifting front and rear porches; and rotted and missing wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 1

ADDRESS: 1312 N. Wabash

ACTIVE FIELD FILE STARTED: November 8, 1993

NOTICE(S) ISSUED: Since November 8, 1993, numerous notice of improvements and several violation notices have been issued. In 1994, the owner attempted to sell this property. In 2004 and 2005, staff worked with owner in setting priorities and developing a schedule due to his ownership of several properties. In 2005, some work progressed. The Health Department has been contacted on more than one occasion with concerns regarding this property and it has been the subject of Neighborhood Court.

PRE-CONDEMNATION LETTER: November 29, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: Active case

NUISANCE ABATEMENT REPORT: Environmental Health case on November 4, 2005 for weed mowing in the amount of \$101.64 and June 2, 2007 for weed mowing in the amount of \$111.64.

POLICE REPORT: None

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: The owner has a total of three properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing Ivan Ray represented this property.

On November 8, 1993, the active case was started on this property. Since that time, several Notices of Improvement and Notices of Violation have been issued. The Pre-condemnation Letter was issued in September 2007. The taxes are current, and there are no cost assessments against the property. The premise is maintained and the structure is secure. There is an active neglected building case on this structure. No repairs have been made.

Chairman Murabito asked Mr. Ray when he purchased the property. Mr. Ray said that he purchased it approximately eight years ago. Board Member Harder asked how long Mr. Ray would need to make the required repairs on this particular property. Mr. Ray said that it would be the last part of summer or early fall before he could get the work completed. He explained that his uncle was raising funds toward the cost of repairs on the structure. Mr. Ray further expounded that he was attempting to get the other properties (927 N. Wabash and 1009 North Wabash) into compliance before he would have the opportunity to begin making repairs on 1312 N. Wabash.

Board Member Hartwell suggested that Mr. Ray remove the dilapidated accessory structures at 927 N. Wabash and 1009 N. Wabash, and then work on the remainder of the repairs on the three properties.

Board Member Hartwell made a motion to allow sixty days for the exterior repairs to be completed on 1009 N. Wabash, and ninety days to complete the exterior repairs on 1312 N. Wabash, maintaining the properties in a clean and secure condition in the interim. Board Member Harder seconded the motion. The motion was approved.

Chairman Murabito cautioned Mr. Ray that immediate action would have to be taken on his part in order to get the properties off of the list for condemnation hearing.

At the June 2, 2008 BCSA hearing this property was represented by Ivan Ray, owner.

Originally before the Board at the March 3, 2008, hearing, Mr. Ray was present when a motion was made and approved by the Board to allow ninety days to allow the exterior repairs to be completed, meanwhile maintaining the site in a clean and secure condition in the interim.

The taxes are current on this property, and there are no cost assessments. At the last site visit, there was scattered debris present, and there were tall grass and weeds. No repairs have been made; the structure is secure.

At Chairman Murabito's request, Mr. Ray provided an update on the property. Mr. Ray said that he was trying to get the property sold within the next sixty to ninety days. He explained that he had gotten behind in mowing the property and had not been able to make repairs because he had been trying to repair his other properties.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation with ten days to start demolition and ten days to complete the removal of the structure. Board Member Willenberg seconded the motion. The motion carried unanimously.

At Chairman Murabito's request, Ms. Legge explained the process once a property has been referred to the City Council for condemnation, and that if the City Council decided to approve condemnation of the property, Mr. Ray would have ten days to begin wrecking the structure and ten days to complete it. Should Mr. Ray fail to begin wrecking the structure

in the allotted time, Central Inspection would notify him by certified letter that the demolition would then be let for bids by Central Inspection.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 2042 E. 9th N.

LEGAL DESCRIPTION: Lots 6 and 7, 9th Street, McIntyre & Steele's Subdivision to the City of Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one and one half story frame dwelling about 26x49 feet in size. Vacant for at least 13 years, this structure has shifting and cracking concrete block basement walls; missing asbestos siding; holes in roof, with missing composition shingles; dilapidated front and rear porches; rotted and missing wood trim and framing members; and the 20x24 foot accessory structure is deteriorating.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 5

ADDRESS: 2042 E. 9th N.

ACTIVE FIELD FILE STARTED: April 6, 1995

NOTICE(S) ISSUED: Since April 6, 1995, numerous notice of improvements and violation notices have been issued. The original owner of this property was elderly and in poor health. She has since passed away, and her daughter owned the property. From 1995 through 2005, work progressed slowly and Neighborhood Improvement Services had provided assistance. There is an open Tall Grass and Weeds case on this property. On August 28, 2008, Mr. John Lee notified staff that he had purchased the property at tax sale on July 17, 2008.

PRE-CONDEMNATION LETTER: January 15, 2008

TAX INFORMATION: The 2003, 2004, 2005, 2006 and 2007 taxes are delinquent in the amount of \$1049.35. It is in foreclosure.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From July 31, 1999 through August 10, 2006 there have been twelve reported police incidents at this location including: battery (2), other destruction of property, miscellaneous report (5), violation of district court order, violation road and driving laws signs signals, suspicious character other and child abuse.

FORMAL CONDEMNATION ACTION INITIATED: March 20, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structures are secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the May 5, 2008 BCSA hearing, Vaniece Crawford was present as the representative of this property.

Ms. Crawford explained to the Board that her first priority was the delinquent taxes, which she was required to pay by June 2008. Once she had resolved the delinquent tax issue, Ms. Crawford said she intended to make the required exterior repairs. She requested that the

Board grant her thirty days to pay the delinquent taxes and make the exterior repairs.

Board Member Hartwell made a motion to allow sixty days for Ms. Crawford to determine if she is financially able to pay the delinquent taxes and then report back to the Board, maintaining the property in a clean and secure condition in the interim. Board Member Hentzen seconded the motion. The motion was approved.

At the July 14, 2008 BCSA hearing no one was in attendance to represent this property.

This property was presented to the Board for the first time at the May 2008 hearing. At that time Vaniece Crawford was present to explain her desire to resolve the issue with the delinquent taxes and make the required exterior repairs. The taxes for 2003 through 2007 are delinquent in the amount of \$1,386.11 and is now in tax foreclosure. There has been no further contact from Ms. Crawford. The premise condition is fair and the structure is secure. No repairs have been made.

Board Member Coonrod made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin demolition and ten days to complete demolition. Board Member Hentzen seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 607 N. Ash

LEGAL DESCRIPTION: Lots 37 and 39, on Ash Street, Stites Bro's. Second Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story masonry dwelling about 28x36 feet in size. Vacant for at least 7 years, this structure has a shifting and cracking brick foundation; shifting brick walls; badly worn composition roof, with missing shingles; deteriorating front and rear porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 6

ADDRESS: 607 N. Ash

ACTIVE FIELD FILE STARTED: August 9, 2001

NOTICE(S) ISSUED: Since August 9, 2001, several notice of improvements and violation notices have been issued. From 2004 through 2006, repairs progressed with most violations nearing completion in 2004. No work has been done since, and the condition of the structure has deteriorated. This property has been the subject of Neighborhood Court and Central Inspection staff has completed an emergency board-up for the amount of \$143.54.

PRE-CONDEMNATION LETTER: February 19, 2008

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: There is pending special for board-up in the amount of \$143.54.

PREMISE CONDITIONS: Tall grass and weeds

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: No reports for Environmental Health

POLICE REPORT: From September 13, 1991 through December 6, 2005 there have been fifty-two reported police incidents at this location including; miscellaneous report (2), battery (24), criminal contempt domestic violence (10), disorderly conduct other (4), simple assault other (2), violation of district court order (3), other drivers license violation, disturb the peace phone call domestic violence, aggravated assault clubbing, unlawful possession narcotics, draw deadly weapon, destruction to auto and burglary residence.

FORMAL CONDEMNATION ACTION INITIATED: May 19, 2008

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

OWNER'S PAST CDM HISTORY: Owner had a property in condemnation that was demolished in 2006 by the City of Wichita.

BOARD OF C.S.&A. RECOMMENDATION: At the July 14, 2008 BCSA hearing there was no representative present for this property.

Board Member Hentzen made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to initiate the removal of the structure

and ten days to complete the demolition. Board Member Coonrod seconded the motion. The motion was approved without opposition.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 2676 S. Jewett

LEGAL DESCRIPTION: Lot 54, Block P, Planeview Subdivision No. 1, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x65 feet in size. Vacant and open, this structure has a shifting block foundation; rotted and missing asbestos siding; sagging composition roof, with holes; and rotted wood trim and framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 2

ADDRESS: 2676 S. Jewett

ACTIVE FIELD FILE STARTED: August 27, 2001

NOTICE(S) ISSUED: Since August 27, 2001, numerous notice of improvements and violation notices have been issued.

PRE-CONDEMNATION LETTER: January 3, 2008

TAX INFORMATION: The 2005 taxes are delinquent in the amount of \$1420.19, which includes specials.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Large amount of debris

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: Environmental Health case on January 3, 2005 for lot cleanup in the amount of \$1130.00.

POLICE REPORT: On January 1, 2005, one reported police incident of murder/negligent manslaughter.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: New door on west side all other violations remain. It is secure.

OWNER'S PAST CDM HISTORY: The owner has two properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing the owner of the property, Robert Snyder, was in attendance.

The housing case was initiated on August 27, 2001. Numerous violation notices and improvement notices have been issued. The 2005 and 2007 taxes are delinquent in the amount of \$1,418.07, which includes special cost assessments. There are some building materials and tires on the premises; no repairs have been made to the structure. There is an active neglected building case on this building; the structure is secure.

Mr. Snyder explained that he had purchased a block of properties in the Planeview area, and has completed work on the majority of the properties. The property at 2676 S. Jewett

was sold to an individual on contract (also present at the hearing) who anticipated that the new windows, doors and siding should be completed within ninety days.

Board Member Hentzen made a motion to allow ninety days for the exterior to be brought into compliance, maintaining the property in a clean and secure condition in the interim.

Board Member Hartwell seconded the motion. The motion carried.

At the June 2, 2008 BCSCA hearing the owner, Rob Snyder, was out of town and unable to attend the meeting.

Although out of town, Mr. Snyder did contact Central Inspection by telephone and told staff that he thought the required work had been done. Ms. Legge said that he may have made more repairs since the inspection photos were taken. At the last site inspection, work had started; however, all the doors and windows were open. The 2005 and 2007 taxes are delinquent in the amount of \$1,450.56, which includes special assessment costs. There are some building materials on site, and there are tall grass and weeds.

Board Member Willenberg made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structure, and ten days to complete the demolition. Board Member Hartwell seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 3429 Roseberry Ct.

LEGAL DESCRIPTION: Lot 35, Block J, Planeview Subdivision No. 1, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24x84 feet in size. Vacant and open, this structure has a deteriorated and fire damaged foundation; fire damaged and cracking asbestos siding; sagging composition roof, with holes and missing shingles; rotted wood trim; and fire damaged framing members.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 2

ADDRESS: 3429 Roseberry Ct.

ACTIVE FIELD FILE STARTED: December 28, 2007

NOTICE(S) ISSUED: Since December 28, 2007, a notice of violation has been issued.

PRE-CONDEMNATION LETTER: December 28, 2007

TAX INFORMATION: Current

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Furniture, debris and tall grass

VACANT NEGLECTED BUILDING REPORT: Open case

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: From November 12, 1997 through December 8, 2007 there have been five reported police incidents at this location including: battery (2), aggravated indecent liberties, battery domestic violence and arson dwelling.

FORMAL CONDEMNATION ACTION INITIATED: January 23, 2008

RECENT DEVELOPMENTS: No repairs have been made and it is not secure.

OWNER'S PAST CDM HISTORY: The owner has two properties in condemnation.

BOARD OF C.S.&A. RECOMMENDATION: At the March 3, 2008 BCSA hearing Robert Snyder, owner, was present on behalf of this property.

Due to the fire, an active file was started on this structure on December 28, 2007. The 2007 taxes are delinquent in the amount of \$73.13. There is an active neglected building case on this property; the premise condition is fair; there have been no repairs made; the structure is secure.

Providing a letter from his insurance company, Mr. Snyder explained that the cause of the fire was arson, and the ongoing investigation prevented any work from being commenced. Once he has permission to begin the repairs, Mr. Snyder said he intended to raze the third unit of the triplex, converting the structure into a duplex. Once that is accomplished, he said that new siding would be installed. Mr. Snyder voiced his intention to sell the property on contract. He said that the fire-damaged unit should be removed in

approximately seven days, and the remainder of the repairs should be completed within sixty days.

Board Member Coonrod made a motion to allow sixty days for the fire-damaged unit to be removed and the exterior repairs to be completed, maintaining the site in a clean and secure condition. Board Member Harder seconded the motion.

Board Member Hentzen asked whether a portion of the insurance monies were being held in escrow by the City. Ms. Legge confirmed that once the insurance company had made a payment to Mr. Snyder, fifteen percent of the funds would be held in the escrow account until the repairs are made to the structure. Once the repairs are complete, the funds, including accrued interest, would be returned to Mr. Snyder.

Chairman Murabito restated the motion. The motion carried.

At the May 5, 2008 BCSA hearing, Rob Snyder, owner, was present on behalf of this property.

At the March 3rd hearing, a motion was passed allowing sixty days for the fire-damaged unit to be removed and the exterior of the structure repaired, maintaining the site in a clean and secure condition in the interim. There are no cost assessments against the property. The taxes are current. The premise condition is fair, although no repairs have been made. Numerous windows had been broken, and the wood had been removed from one of the doors; the structure was open at the last site inspection.

Mr. Snyder told the Board that he had boarded up the structure, and he had removed the fire-damaged portion. Chairman Murabito asked what time frame would be involved in having the remainder of the debris removed from the site. Mr. Snyder replied that if the contractor did not have the debris removed from the premise by the upcoming Friday, he would clean up the site himself. Once the debris had been removed, Mr. Snyder said he would have siding installed on the exposed side of the structure and then sell the property.

Board Member Harder made a motion to allow an additional thirty days for the site to be cleaned and the siding to be installed on the exposed side of the structure, maintaining the site in a clean and secure condition in the interim. Board Member Hentzen seconded the motion. The motion was approved.

At the June 2, 2008 BCSA hearing, the owner, Rob Snyder, was out of town and unable to attend the meeting.

Before the Board at the March 2008 and May 2008 meetings, the Board approved an extension at the May hearing for an additional thirty days to allow the repairs to be completed and the site cleared of debris and maintained in a clean and secure condition in the meantime. Since then, the siding has been installed; the burned unit has been removed; and the structure is secure.

Board Member Banuelos made a motion to allow thirty days to complete the repairs, maintaining the site in a clean and secure condition. Board Member Hentzen seconded the motion. The motion passed.

At the July 14, 2008 BCSA hearing there was no one present to represent this property.

The taxes on this property are current. Since the removal of the fire damaged portion of the structure, no other work has been done.

Board Member Coonrod made a motion to send the property to the City Council recommending condemnation, with ten days to begin wrecking the structure and ten days to complete the demolition. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

DATE: August 26, 2008

CDM SUMMARY

COUNCIL DISTRICT # 6

ADDRESS: 1437 N. Otis

LEGAL DESCRIPTION: The South 14 feet of Lot 15, all of Lots 17 and 19, on Market Street, in Hoover's Addition to Wichita, Sedgwick County, Kansas.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30x46 feet in size. Vacant and open, this structure has a cracking concrete block basement, with missing blocks; missing asbestos siding; collapsing exterior walls; sagging and badly damaged roof, with missing shingles and holes; deteriorating front porch; and the soffits are rotted and missing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

DATE: August 26, 2008

BCSA GROUP # 6

ADDRESS: 1437 N. Otis

ACTIVE FIELD FILE STARTED: February 26, 1996

NOTICE(S) ISSUED: Since February 26, 1996, a notice of improvement and several violation notices have been issued. From 2000 through 2004, some repairs slowly progressed. This property has been the subject of Neighborhood Court and there is an open Environmental Case. In 2003, this structure was the subject of an Unfit for Habitation case. This property was before the BCSA for an Unfit for Habitation hearing on February 3, 2003. The board declared the structure as unfit for habitation, ordered that it be vacated and demolished within 60 days. Since that time this structure has been the subject of a District Court case seeking an order to vacate. It is now vacant.

PRE-CONDEMNATION LETTER: May 7, 2008

TAX INFORMATION: The 2005, 2006 and 2007 taxes are delinquent in the amount of \$3138.31, which includes specials.

COST ASSESSMENTS/DATES: There is a 2007 special assessment for lot cleanup in the amount of \$1790.12.

PREMISE CONDITIONS: Camper trailer stored in rear yard and tall grass and weeds.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: Environmental Health case on June 13, 2007 for lot cleanup in the amount of \$1552.67.

POLICE REPORT: From November 26, 2002 through October 1, 2007 there have been seven reported police incidents at this location including; lost miscellaneous property, miscellaneous report, burglary residence no force day, mental cases, larceny a all other \$1000+ and larceny b all other.

FORMAL CONDEMNATION ACTION INITIATED: May 19, 2008

RECENT DEVELOPMENTS: No repairs made. The south and north walls are collapsing and are not secure.

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the July 14, 2008 BCSA hearing there was no one present to represent this property.

Board Member Coonrod made a motion to send the property to the City Council with a recommendation of condemnation, with ten days to start wrecking the structure and ten days to finish the removal of the structure. Board Member Willenberg seconded the motion. The motion carried.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: CON2008-00032 – Conditional Use for a wireless communication facility on property zoned LC Limited Commercial (“LC”); generally located south of Kellogg Drive, midway between Grove Street and Hillside Avenue. (District I)

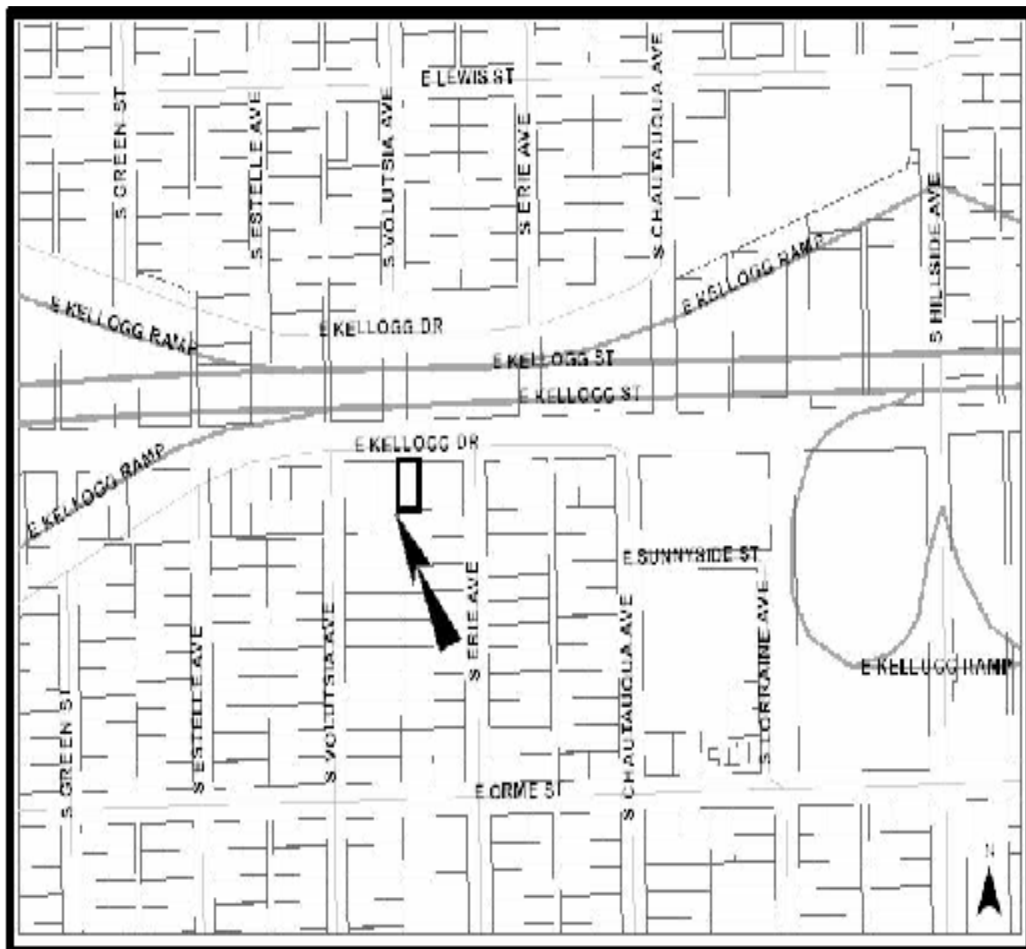
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve subject to conditions (13-0).

MAPD Staff Recommendations: Approve subject to conditions.

DAB I Recommendation: To be considered at the September 8 meeting.



Background: The applicant, T-Mobile Central, LLC, is seeking a Conditional Use to permit the construction of a 120-foot high, galvanized steel, monopole cell phone tower. The 50-foot (x) 80.5-foot LC Limited Commercial ("LC") zoned tower site is located on the western 50 feet of Lots 1 (except the north 12 feet for street right-of-way, ROW), 3, 5 and 7, Block 4, Sunny-Side Addition. This is vacant land. The site abuts the south side of the US 54/Kellogg Street system. The "Amended Wireless Communication Facility Ordinance" (adopted by the WCC 4-08-08 & BoCC 4-9-08), permits new wireless communication facilities 120 feet in height in the LC zoning district as an Administrative Permit, if the site is identified as a "Properties Eligible for an Administrative Permit for a Wireless Communication Facility Map" and it complies with the 1/1 compatibility height standards (Art IV, Sec IV-C, 5b). The site is not identified on the "Facility Map," thus it is not eligible for an Administrative Permit, but it may be considered for a Conditional Use. It appears to meet the compatibility height standards.

The applicant's RF Engineer has provided (see attached letter #1) a letter that states that the proposed facility is needed to both provide, extend and improve phone service in this section of Wichita. The RF Engineer has also stated that the proposed tower will provide capacity relief for existing T-Mobile Towers in the area. The RF Engineer states that the high volume of use has caused the area to experience failed access, because of a lack of facilities in the general area. The wireless facilities map provided by the applicant shows the existing facilities in the area. There is a tower located northwest of the site at 2nd Street and Kansas, a T-Mobile facility (the closet facility to the proposed site) located west of the site at Waterman and Ellis, a T-Mobile facility located east of the site around Lincoln and Oliver Street and another T-Mobile facility located southeast of the site around Harry and Vassar Street. The map does not show the recently approved CON2008-25, 150-foot T-Mobile Tower located southwest of the site in Linwood Park, south of Harry and west of I-135. Other than that, the map is in general agreement with the case map generated by the City's IT/IS Department. The applicant has provided current and desired coverage maps.

The agent has provided a letter that states that T-Mobile had approached KDOT and proposed replacing an existing light pole in US 54/Kellogg Street with a monopole that would allow them to attach their lights, but were rebuffed. The agent has also stated that T-Mobile had contacted the high rise condominium structure at the corner of Douglas Avenue and Rutan Street, but was told that they did not lease space to wireless carriers. The "Wireless Communication Plan" encourages contact with such public and private agencies as KDOT, KTA and KGE in regards to location on light standards, sign structures and electric support structures for new wireless communication facilities. It also encourages location on multi-story buildings.

The site plan shows the general area where the tower will be located shows a 6 foot to 8 foot wooden fence around a 40-foot (x) 85-foot site, the area where T-Mobile is going to locate its equipment ("T-Mobile Lease Area), proposed landscaping and a proposed 15-foot access and utility easement onto Eire Avenue. It does not indicate if the easement has any type of all weather surface on it. The site plan shows no light poles, ground lighting, power poles, cabinets, equipment or buildings located within the fenced-in area.

The area around the site is developed as a mostly single-family residential neighborhood, tucked behind small local retail, some vacant land, a dance studio, a small office warehouse and a school. The nonresidential uses (built 1959, 1960 and 2004) are zoned LC and abut the US 54/Kellogg frontage street, which marks the north end of the area. There are several large light poles in the US 54/Kellogg ROW. The school (built 1917) is part of a PUD Planned Unit Development ("PUD"). The residential neighborhood (built mostly in the 1920s, but also in the 1930s and 1940s, with the oldest being built in 1885 and the newest in 2004) is zoned mostly TF-3 Duplex Residential ("TF-3"), with a few residences located in B Multi-family Residential ("B"), PUD and LC zoning.

The proposed tower and associated communication frequencies and wattages must meet standards determined by the Federal Aviation Administration (FAA) to pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant has not provided an analysis of airspace in the area, which must be provided to staff prior to building permits being issued. The applicant has not provided any proposed

lighting of the tower, except to say it will not have strobes. Tower lighting must meet the FAA requirements for aircraft warning. The proposed galvanized surface of the tower will blend into the sky more readily than red or white paint, which meets the intent of the “Design Guidelines” of the “Wireless Communication Master Plan.” The proposed tower must allow co-location for three (3) other providers. The applicant has not indicated if the tower will have a triangular “top hat” antenna array. The UZC recommends antennas mounted flush to the support structure over triangular “top hat” antenna arrays, however it also recognizes that the triangular “top hat” antenna’s signal travels further than the flush mounted antennas, therefore reducing the number of needed towers.

Analysis: At the MAPC meeting held July 24, 2008, the MAPC voted (13-0) to recommend approval subject to staff recommendation. No citizens were present to testify. Subsequently, property owners filed protests against the MAPC decision, representing 47 percent of the property within 200 feet of the proposed Conditional Use.

DAB I will be considering this case at their September 8, 2008 meeting.

The MAPC recommendation is as follows:

- A. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
- C. The support structure shall be a “monopole” design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- D. The support structure shall not exceed 120 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- E. The tower shall conform to FAA regulations in regards to analysis of airspace in the area, which includes conformation that the height of the tower is not a hazard to air navigation (including the need or not for lighting) and that the tower does not interfere with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
- F. The 0.08-acre tower site shall be developed in general conformance with the approved revised site and landscape plan. These plans must show dimension control, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The site plan must identify the utility access easement as being current or proposed. If it is proposed it must be recorded. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.
- G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations. Provide the Storm Water Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The resolution has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Concur with the findings of the MAPC and approve the Conditional Use (requires $\frac{3}{4}$ majority vote to override protest),
2. Deny the Conditional Use request by making alternative findings, and override the MAPC's recommendation; or
3. Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (simple majority vote required).

RESOLUTION No. 08-451

A RESOLUTION AUTHORIZING A CONDITIONAL USE TO PERMIT A WIRELESS COMMUNICATION FACILITY ON APPROXIMATELY 0.08 ACRES ZONED LC LIMITED COMMERCIAL ("LC"), GENERALLY LOCATED SOUTH OF KELLOGG AVENUE, MIDWAY BETWEEN GROVE STREET AND HILLSIDE AVENUE ON THE WEST SIDE OF ERIE AVENUE, WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975, AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, a Conditional Use to permit a wireless communication facility on 0.08 acres of property zoned LC Limited Commercial ("LC"), subject to the conditions listed below:

Case No. CON2008-00032

A Conditional Use to permit a wireless communication facility on 0.08 acres of property zoned LC Limited Commercial ("LC").

The West 50 feet of Lots 1, 3, 5 and 7, except the North 12 feet of Lot 1 for street, Block 4, Sunny-Side Addition to the City of Wichita, Sedgwick County, Kansas. Generally located south of Kellogg Avenue, midway between Grove Street and Hillside Avenue on the west side of Erie Avenue.

SUBJECT TO THE FOLLOWING CONDITIONS:

- A. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
- C. The support structure shall be a "monopole" design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- D. The support structure shall not exceed 120 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- E. The tower shall conform to FAA regulations in regards to analysis of airspace in the area, which includes conformation that the height of the tower is not a hazard to air navigation (including the need or not for lighting) and that the tower does not interfere with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.
- F. The 0.08-acre tower site shall be developed in general conformance with the approved revised site and landscape plan. These plans must show dimension control, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The site plan must identify the utility access easement as being current or proposed. If it is proposed it must be recorded. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.

- G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations. Provide the Storm Water Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date September 16, 2008.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF JULY 24, 2008 MAPC HEARING

Case No.: CON2008-32 – Richard and Vickie Tade (owners), T-Mobile LLC (applicant), Ferris Consulting, c/o Greg Ferris (agent) Request City Conditional Use request for a wireless communication facility in LC Limited Commercial zoning.

The West 50 feet of Lots 1, 3, 5 and 7, except the North 12 feet of Lot 1 for street, Block 4, Sunny-Side Addition to the City of Wichita, Sedgwick County, Kansas. Generally located south of Kellogg Avenue, midway between Grove Street and Hillside Avenue on the west side of Erie Avenue.

BACKGROUND: The applicant, T-Mobile Central, LLC, is seeking a Conditional Use to permit the construction of a 120-foot high, galvanized steel, monopole cell phone tower. The 50-foot (x) 80.5-foot LC Limited Commercial (“LC”) zoned tower site is located on the western 50 feet of Lots 1 (except the north 12 feet for street right-of-way, ROW), 3, 5 and 7, Block 4, Sunny-Side Addition. This is vacant land. The site abuts the south side of the US 54/Kellogg Street road system. The “Amended Wireless Communication Facility Ordinance” (adopted by the WCC 4-08-08 & BoCC 4-9-08), permits new wireless communication facilities 120 feet in height in the LC zoning district as an Administrative Permit, if the site is identified as a “Properties Eligible for an Administrative Permit for a Wireless Communication Facility Map” and it complies with the 1/1 compatibility height standards (Art IV, Sec IV-C, 5b). The site is not identified on the “Facility Map,” thus it is not eligible of an Administrative Permit, but it may be considered for a Conditional Use. It appears to meet the compatibility height standards

The applicant’s RF Engineer has provided (see attached letter #1) a letter that states that the proposed facility is needed to both provide, extend and improve phone service in this section of Wichita. The RF Engineer has also stated that the proposed tower will provide capacity relief for existing T-Mobile Towers in the area. The RF Engineer states that the high volume of use has caused the area to experience failed access, because of a lack of facilities in the general area. The wireless facilities map provided by the applicant shows the existing facilities in the area. There is a tower located northwest of the site at Kansas and 2nd Streets, a T-Mobile facility (the closet facility to the proposed site) located west of the site at Waterman and Ellis, a T-Mobile facility located east of the site around Lincoln and Oliver Streets, and another T-Mobile facility located southeast of the site around Harry Street and Vassar Street. The map does not show the recently approved CON2008-25, 150-foot T-Mobile Tower located southwest of the site in Linwood Park, south of Harry and west of I-135. Other than that the map is in general agreement with the case map generated by City IT. The applicant has provided current and desired coverage maps.

The agent has provided a letter that states that T-Mobile had approached K-DOT and proposed replacing an existing light pole in the US 54/Kellogg Street with a monopole that would allow them to attach their lights, but were rebuffed. The agent has also stated that T-Mobile had contacted the high raise condominium structure at the corner of Douglas Avenue and Rutan Street, but was told that they did not lease space to wireless carriers. The “Wireless Communication Plan” encourages contact with such public and private agencies as K-DOT, KTA and KG&E in regards to location on light standards, sign structures and electric support structures for new wireless communication facilities. It also encourages location on multi-story buildings.

The site plan shows the general area where the tower will be located it shows a 6-8-foot wooden fence around a 40-foot (x) 85-foot site, the area where T-Mobile is going to locate its equipment (“T-Mobile Lease Area), proposed landscaping, and a proposed 15-foot access and utility easement onto Erie Avenue.

It does not indicate if the easement has any type of all weather surface on it. The site plan shows no light poles, ground lighting, power poles, cabinets, equipment or buildings located within the fenced-in area.

The area around the site is developed as a mostly single-family residential neighborhood, tucked behind small local retail, some vacant land, a dance studio, a small office warehouse and a school. The nonresidential uses (built 1959, 1960 and 2004) are zoned LC and abut the US 54/Kellogg Street frontage street, which marks the north end of the area. There are several large light poles in the US 54/Kellogg ROW. The school (built 1917) is part of a PUD Planned Unit Development (“PUD”). The residential neighborhood (built mostly in the 1920s, but also in the 1930s and 1940s, with the oldest being built in 1885 and the newest in 2004) is zoned mostly TF-3 Duplex Residential (“TF-3”), with a few residences located in B Multi-family Residential (“B”), PUD and LC zoning.

The proposed tower and associated communication frequencies and wattages must meet standards determined by the Federal Aviation Administration (FAA) to pose no hazard to air navigation or interferes with other radio/communication frequencies. The applicant has not provided an analysis of airspace in the area, which must be provided to staff prior to building permits being issued. The applicant has not provided any proposed lighting of the tower, except to say it will not have strobes. Tower lighting must meet the FAA requirements for aircraft warning. The proposed galvanized surface of the tower will blend into the sky more readily than a red or white paint, which meets the intent of the “Design Guidelines” of the “Wireless Communication Master Plan.” The proposed tower must allow co-location for three (3) other providers. The applicant has not indicated if the tower will have a triangular “top hat” antenna array. The UZC recommends antennas mounted flush to the support structure over triangular “top hat” antenna arrays, however it also recognizes that the triangular “top hat” antenna’s signal travels further than the flush mounted antennas, therefore reducing the number of needed towers.

CASE HISTORY: The Sunnyside Addition was filed with the Register of Deeds December 14, 1886. The platted alley, abutting the west side of the site, has been vacated.

ADJACENT ZONING AND LAND USE:

| | | |
|--------|----------|---------------------------------------------------------------------|
| NORTH: | TF-3 | US 54/Kellogg Street and frontage road, single-family residences |
| SOUTH: | LC, TF-3 | single-family residences |
| EAST: | LC, TF-3 | Vacant lots, duplex, single –family residences, local retail |
| WEST: | LC, TF-3 | Office warehouse, single-family residences, City owned right-of-way |

PUBLIC SERVICES: No municipally supplied public services are required. The applicant will extend electrical and phone service to the site. The site has access (and proposes access)) to Erie Avenue, a paved two-lane residential street. It also abuts the south side of the US 54/Kellogg Street paved, two-lane frontage road. The US 54/Kellogg Street ROW is classified as a Freeway and Urban Expressway. The 2030 Transportation Plan shows no change to the current status of these streets.

CONFORMANCE TO PLANS/POLICIES: Per the amended Wireless Communication Facility Ordinance (adopted by the WCC 4-08-08 & BoCC 4-9-08) and its “Properties Eligible for an Administrative Permit for a Wireless Communication Facility Map”, the site is not identified on is not eligible of an Administrative Permit, but it may be considered for a Conditional Use.

The Wireless Communication Master Plan is an element of the Comprehensive Plan that outlines the guidelines for locating wireless communication facilities. The Location Guidelines of the Wireless Communication Master Plan requires a Conditional Use for new undisguised ground mounted facilities

120 feet in height in the LC zoning district and requires that they comply with the compatibility setback standards; the site appears to meet those setback standards. The Design Guidelines of the Wireless Communication Master Plan indicate that new facilities should: 1) preserve the pre-existing character of the area as much as possible. The tower site will be abutting US 54/Kellogg which has several tall light pole towers located in its ROW, which means the proposed tower will not be entirely out of character with the existing light poles being already established. The tower will also extend and improve phone service in this section of Wichita. The site is located within 105, 150 and 160 feet of three single-family residences, the closest is owned by the applicant and all are zoned LC; 2) Minimize the height, mass, or proportion. The tower is similar in height, mass and proportion to other T-Mobile towers in the area; 3) Minimize the silhouette; monopoles are favored over lattice type structures for up to 150-foot and antennas mounted flush to the support structure over triangular “top hat” antenna arrays. The 120-foot tower is a monopole, but if it uses a triangular “top hat” antenna arrays, the Plan recognizes that the triangular “top hat” antenna’s signal travels further than the flush mounted antennas, therefore reducing the number of needed towers; 4) Use colors, textures, and materials that blend in with the existing environment. The monopole tower will have a galvanized surface, which will blend into the sky more readily than red or white paint; 5) Conceal or disguise as a flagpole, clock tower, or church steeple. The tower does not meet this criteria, but the applicant did contact K-DOT to inquire about replacing an existing light tower with the proposed communication tower and allow lights to be placed on it to illuminate US 54/Kellogg; 6) Be placed in areas where trees and/or buildings obscure some or all of the facility. There are existing mature trees in the immediate neighborhood around the site, plus the proposed landscaping and solid fencing will help to “hide” the site; 7) Be placed on walls or roofs of buildings. The application attempted to do this via contacting the manager of the high rise condominium structure at the corner of Douglas Avenue and Rutan Street, but was told that they did not lease space to wireless carriers; 8) Be screened through landscaping, walls, and/or fencing. Proposed landscaping and solid fencing will help to “hide” the site; and 9) Painting towers red and white instead of using strobe lighting. The applicant has stated that there will be no strobes and that it will be a galvanized steel finish. NOTE: Since the time the Wireless Communication Master Plan was first adopted, the FAA changed their regulations to require daytime strobe lighting; whereas, when the plan was adopted, the FAA allowed painted towers red and white instead of using strobe lighting.

The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for “Urban Residential” development. The Urban Residential category includes all housing types found in the municipality. Entry into residential areas is typically the final part of the business plan of most personal wireless providers. The facilities’ maps generated by the applicant and City IT/GIS services show the existing facilities in the area, some of which are in residential areas, thus the proposed site is not introducing a new use to the large area.

RECOMMENDATION: Based upon these factors and the information available prior to the public hearings, planning staff recommends that the request be APPROVED subject to the following conditions:

- A. All requirements of Art. III Sec. III.D.6.g. of the Unified Zoning Code shall be met.
- B. The applicant shall obtain all permits necessary to construct the wireless communication facility, and the wireless communication facility shall be erected within one year of approval of the Conditional Use by the MAPC or governing body, as applicable.
- C. The support structure shall be a “monopole” design that generally conforms to the approved site elevation and that is silver or gray or a similar unobtrusive color with a matte finish to minimize glare.
- D. The support structure shall not exceed 120 feet in height and shall be designed and constructed to accommodate communication equipment for at least three (3) wireless service providers.
- E. The tower shall conform to FAA regulations in regards to analysis of airspace in the area, which includes conformation that the height of the tower is not a hazard to air navigation (including the need

or not for lighting) and that the tower does not interfere with other radio/communication frequencies. The applicant shall submit a current copy of FAA approval to the MAPD and the Code Enforcement Office prior to the issuance of a building permit.

- F. The 0.08-acre tower site shall be developed in general conformance with the approved revised site and landscape plan. These plans must show dimension control, parking, all light poles, lights, power poles, cabinets, equipment or buildings within the fenced in site or in the immediate area if it is to be used by the site. The site plan must identify the utility access easement as being current or proposed. If it is proposed it must be recorded. If a surface is needed for the drive/access easement, it must be approved by the Zoning Administrator. All improvements and construction of the facility/tower shall be completed within a year and before the facility becomes operational.
- G. The site shall be developed and operated in compliance with all federal, state, and local rules and regulations. Provide the Storm Water Engineer with any required plans for review and approval of the site.
- H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The character of the surrounding area is a mostly single-family residential neighborhood, tucked behind small local retail, some vacant land, a dance studio, a small office warehouse and a school. The nonresidential uses (built 1959, 1960 and 2004) are zoned LC and abut the US 54/Kellogg Street frontage street, which marks the north end of the area. There are several large light poles in the US 54/Kellogg ROW. The school (built 1917) is part of a PUD Planned Unit Development ("PUD"). The residential neighborhood (built mostly in the 1920s, but also in the 1930s and 1940s, with the oldest being built in 1885 and the newest in 2004) is zoned mostly TF-3 Duplex Residential ("TF-3"), with a few residences located in B Multi-family Residential ("B"), PUD and LC zoning.
2. The suitability of the subject property for the uses to which it has been restricted: The site is zoned LC and is currently vacant. It could be developed as small retail, office or residential. The US 54/Kellogg frontage road provides limited access for retail, while at the same time makes it a possible site for a small multi-family development. Its close (separated by frontage road) proximity to US 54/Kellogg makes it less desirable for single-family residential. A Conditional Use may be granted to permit a wireless communication facility in the LC zoning district, while conforming to the guidelines of the Wireless Communication Plan as much as possible. The proposed facility conforms to most of the plan's guidelines.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental affects on the single-family neighborhoods and businesses in the area should be minimized to a degree by the Conditional Use standards of the Unified Zoning Code, which should limit noise, lighting, and other activity from adversely impacting these properties, the closest being within (discounting the applicant's property with a residence on it) 150 feet of the site. The Wireless Plan does recognize that entry into residential areas is the final part of the business plan of most personal wireless service providers to replace wired phone service in customer's homes. The coverage map provided by the applicant shows the increased coverage and service to these homes in the area.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The proposed wireless communication facility appears to conform to the Location Guidelines of the

Wireless Communication Master Plan since there appears to be no other towers or tall structures in the vicinity of the site which can accommodate the communication needs of the applicant. It is always possible that other facilities may be presented as alternative/co-location sites during the public hearing, in which case the applicant will need to address those claims/opportunities for possible co-location. The proposed wireless communication facility mostly conforms to the Design Guidelines of the Wireless Communication Master Plan by minimizing the height, mass, proportion, and silhouette of the facility through its monopole design; by utilizing an unobtrusive color with a matte finish to minimize glare; and by being placed along US 54 Kellogg ROW, where there are several tall light towers located in the ROW. The Unified Zoning Code requires wireless communication facilities to comply with a compatibility height standard of one foot of setback for each foot of structure height from adjoining properties zoned TF-3 or more restrictive. The site appears to meet that standard.

5. Impact of the proposed development on community facilities: FAA approval should ensure that the proposed tower is not a hazard to air navigation (including the need or not for lighting) and that the tower does not interfere with other radio/communication frequencies. .

BILL LONGNECKER, Planning staff presented the staff report.

MOTION: To approve subject to staff recommendation.

HENTZEN moved, **HILLMAN** seconded the motion, and it carried (13-0).

Case CON2008-00032
 Total Area 185,291 sq. ft.
 Application Area 4,424 sq. ft.
 Street R/W 97,164 sq. ft.
 Net Area 83,703 sq. ft.
 20% of Net Area 16,741 sq. ft.
 Net Protest Area 39,429 sq. ft.
 Total % Protesting 47.10%

8 RUTAN AVE
Z

E KELLOGG RAMP

S HILLSIDE AVE

S HOLYOKE AVE

CALCULATION AREA

PROTEST WITHIN

CALCULATION AREA

PROTEST OUTSIDE

CALCULATION AREA

KELLOGG

KELLOGG

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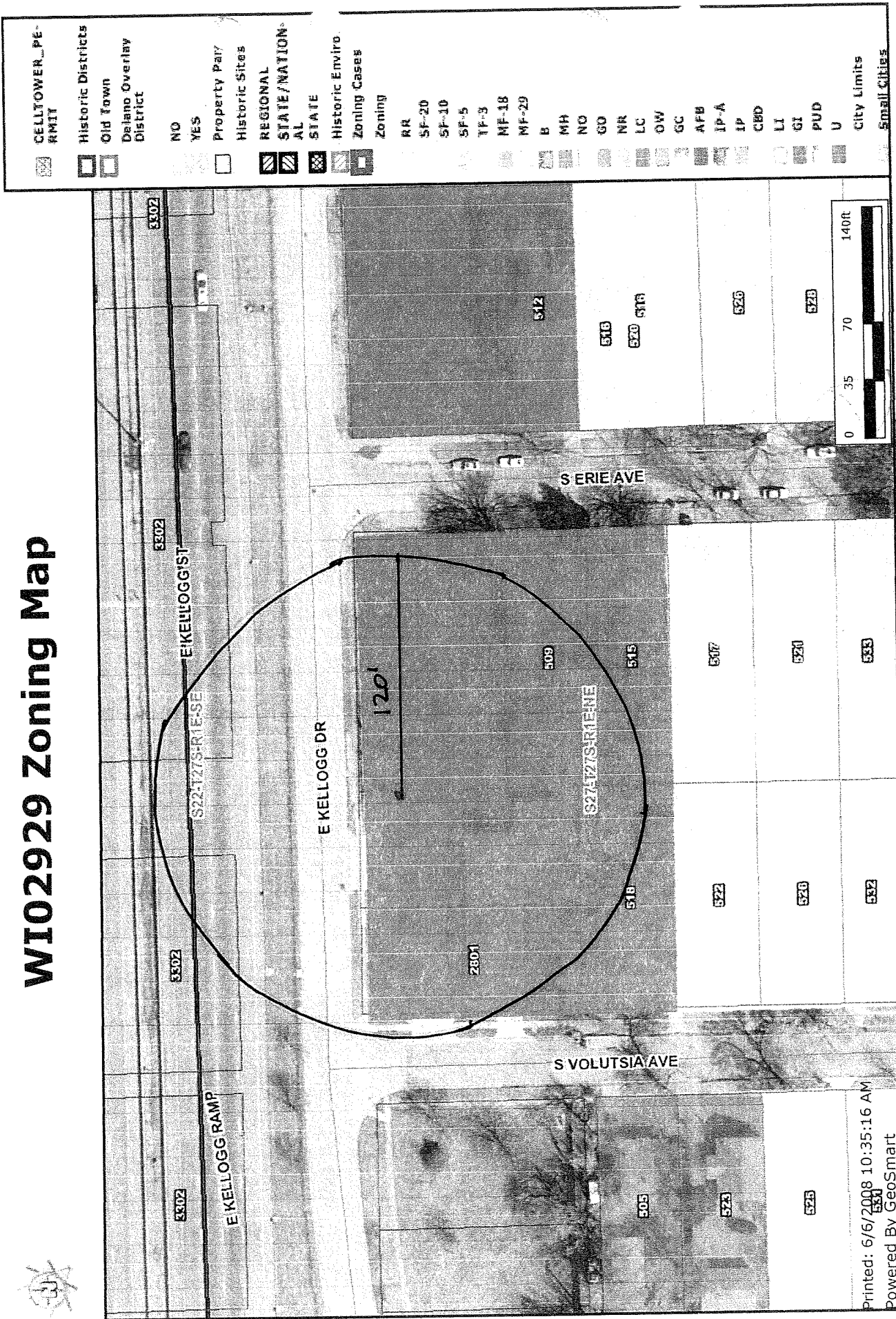
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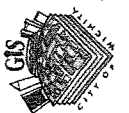
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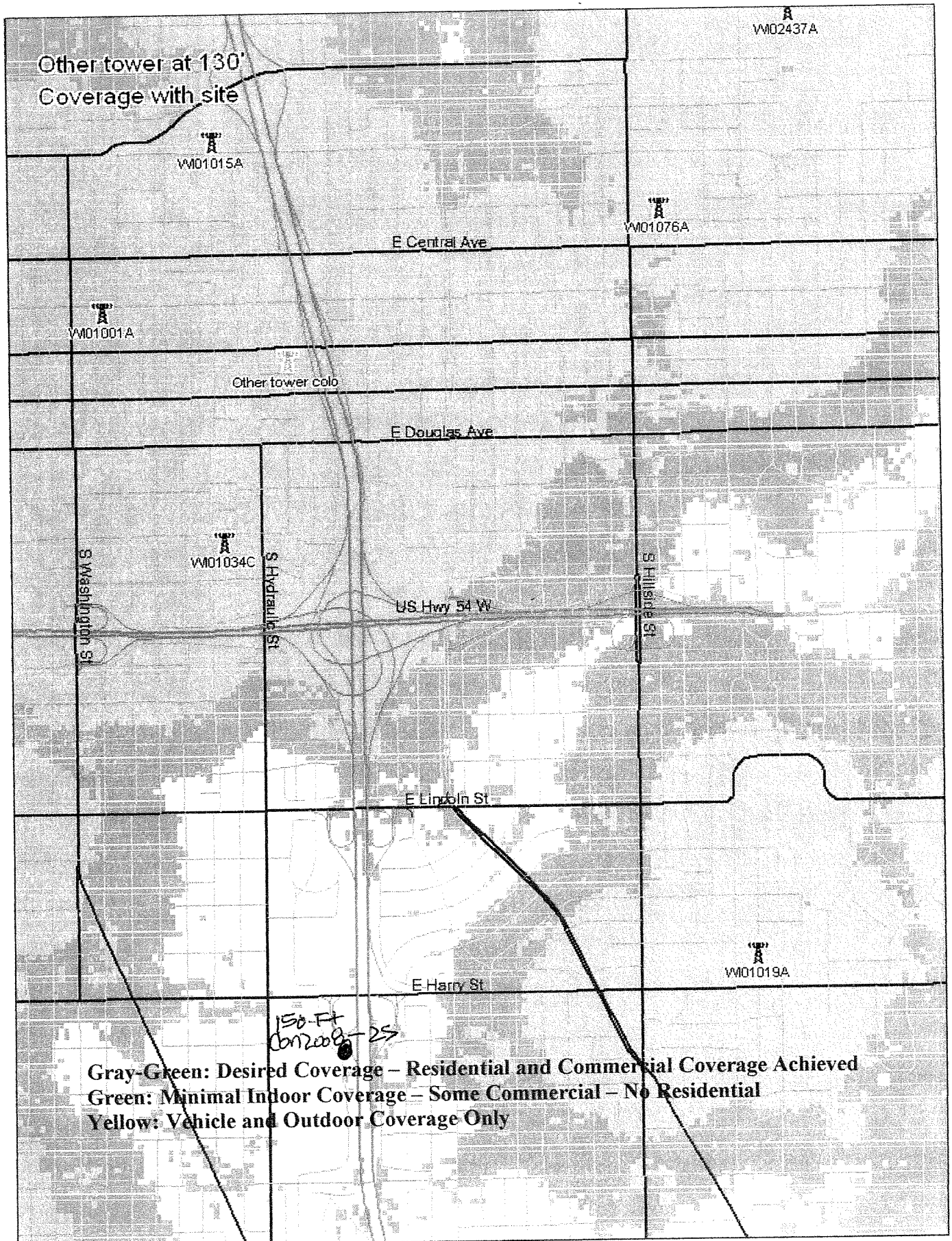
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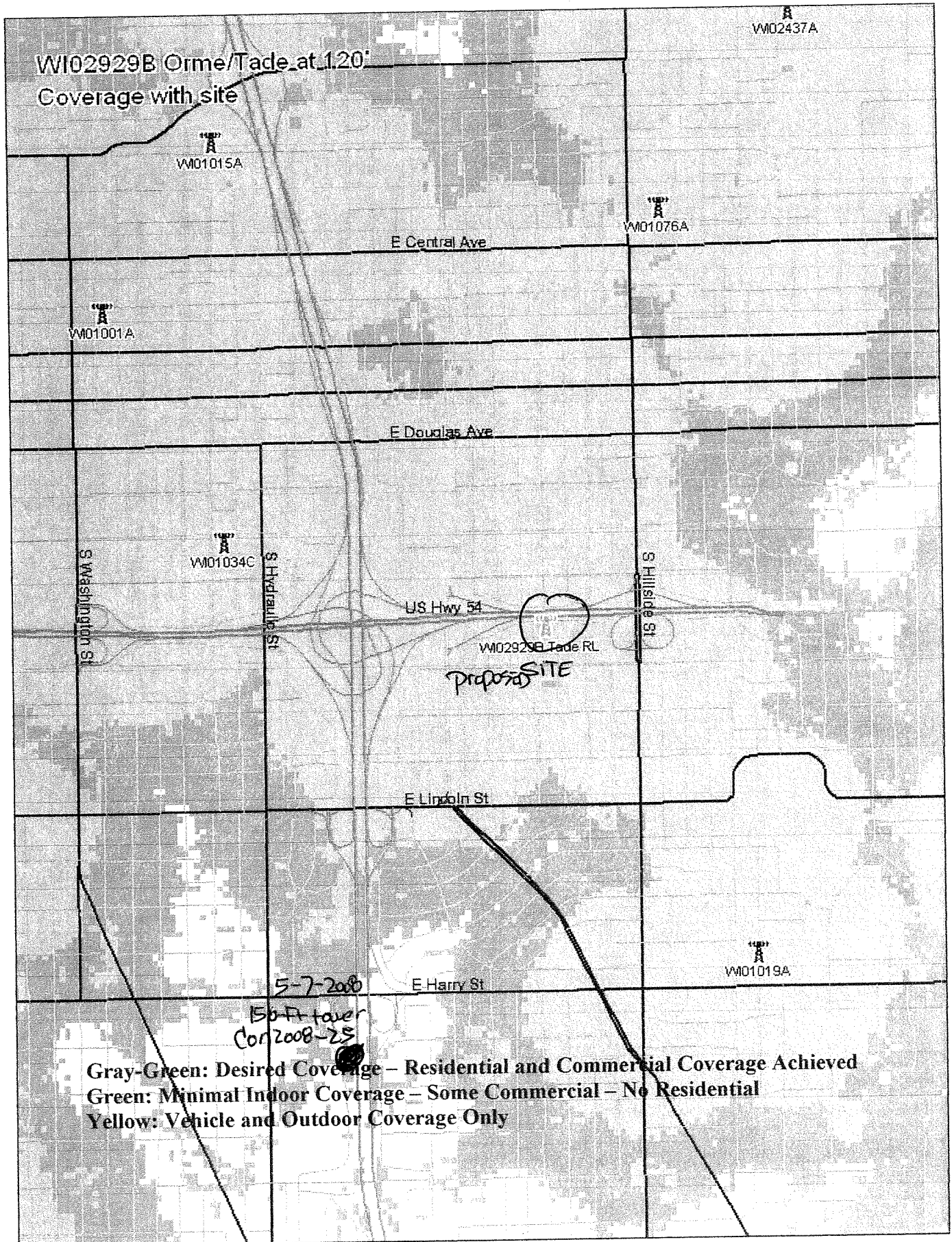
WI02929 Zoning Map

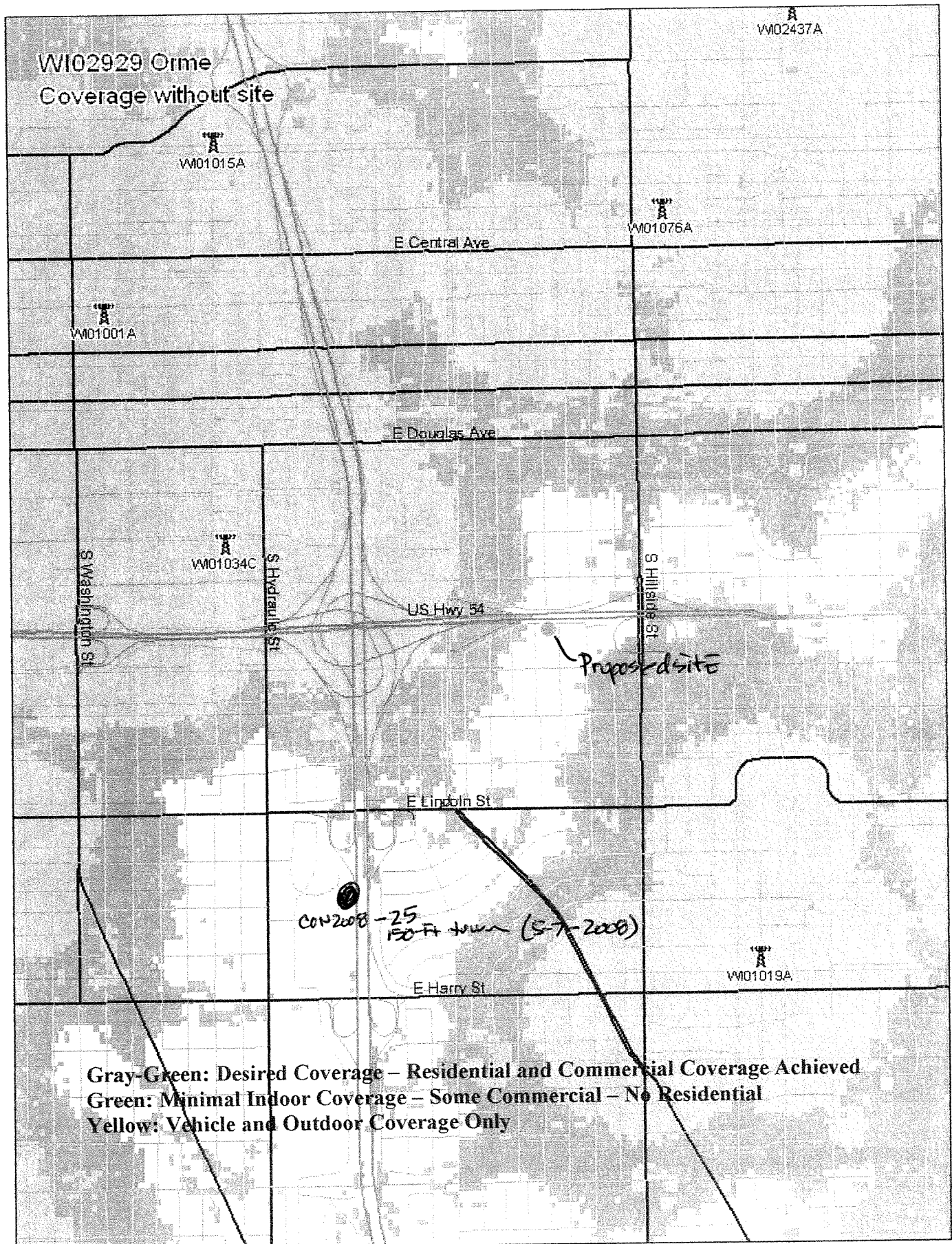


Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations a coesible through these web pages.

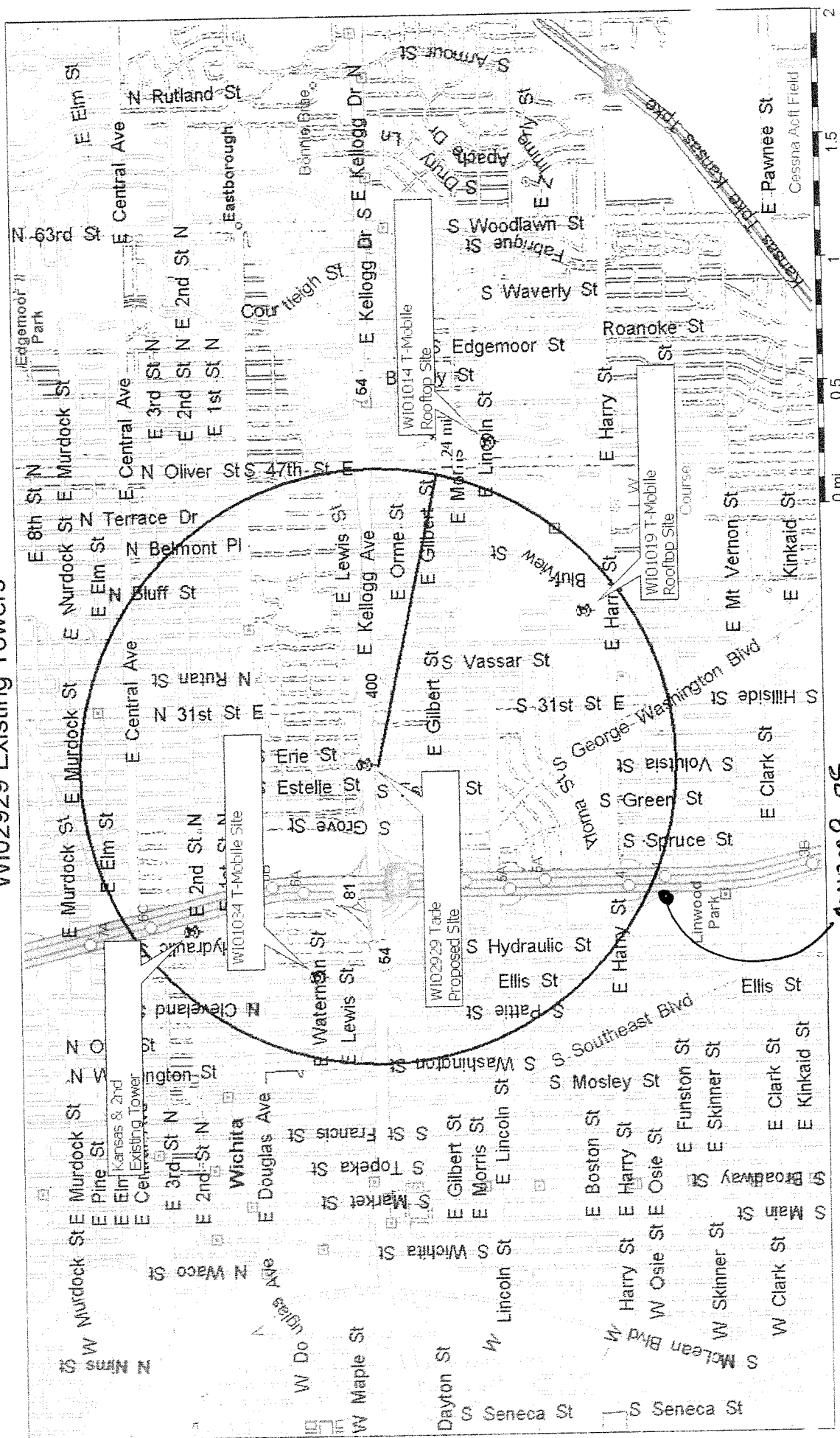








W102929 Existing Towers



CON 2008-25
150-Foot tower
5-7-2008

T-Mobile

Engineering & Operations
4533 Enterprise Drive
Oklahoma City, OK 73128

Memo

To: City of Wichita
From: Norman Olmstead, RF Engineer
Date: Monday, June 16, 2008
Re: W102929 Orme/Tade Proposed Tower at the South West Corner of Kellogg Dr. and Erie Ave.,
Wichita, KS

Regarding the above-referenced tower, if the tower is approved and constructed T-Mobile Central LLC intends to locate equipment on it. Should you have any questions or require additional information, please do not hesitate to contact me at (405) 270-5600.

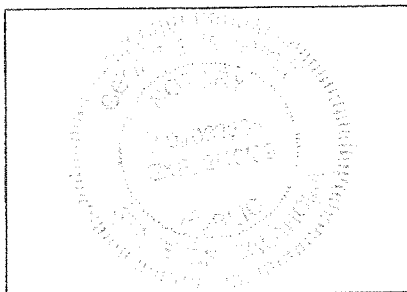
Thank you,


Norman Olmstead
RF Engineer

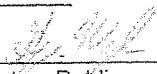
STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on JUN 19 2008 by Norman Olmstead.

Dated: JUN 18 2008



(Use this space for notary stamp/seal)


Notary Public
Print Name George W. Wick
My commission expires My Commission Expires Feb. 19, 2009

Oklahoma City
Engineering Department

June 16, 2008

The following details describe the need to build WI02929B Orme/Tade.

Coverage objective:

1. Provide sufficient in building coverage to the residents East and West of Hillside between Lincoln and Douglas.
2. Provide sufficient in building coverage to the commercial areas along Lincoln.
3. Provide capacity coverage along Kellogg between I-135 and Hillside.
4. Provide capacity relief for T-Mobile sites WI01034, WI01014 and WI01019. These sites are experiencing an extremely high volume, and have reached their capacity. Construction of this site at the proposed location will greatly reduce the failed access attempts that customers are currently suffering from in this area. T-Mobile USA must have relief from these sites to provide service to its customers.

Location objective:

1. The location chosen strategically places the site in the most optimal location, and allows us to achieve all of our coverage objectives.

Coverage Plots:

1. The coverage plots provided shows a before and after scenario. These are different than coverage plots that are used during coverage build out of a system. These plots show the coverage that actually exists based on the current use and capacity of existing sites. There are also coverage plots included for the existing tower near Kansas and 2nd Street.
2. The coverage plot colors represent.
Dark Green: Indoor Commercial Coverage. The Dark Green areas of the map show areas where T-Mobile customers can use their phones in their homes and offices.
Green: Indoor Residential Coverage. The Green areas of the map show areas where T-Mobile customers can use their phones in their homes and most commercial buildings. This is the primary objective of the T-Mobile design.
Yellow: Minimal Coverage. The Yellow areas show where T-Mobile customers can use their phones in their cars, but will have little or no coverage in a building.
3. The plot that is labeled "Coverage without site" is the present coverage in the area. The plot labeled "Coverage with site" shows the proposed new coverage.

The plots for the tower located near Kansas and 2nd street show collocation on this tower provides little additional coverage. It is very near T-Mobile's existing WI01034 and over one mile from our proposed coverage area. Even if this tower was used, a new site near the proposed site would be required. There are no other existing towers in the general area of the proposed location.

Thank you,



Norman Olmstead
T-Mobile Central LLC
RF Engineer, Wichita/Oklahoma

Approved: [Signature]
For: [Signature]
Title: [Signature]
Date: [Signature]

STATEMENT OF ACKNOWLEDGEMENT AND AGREEMENT TO
THE REQUIREMENTS OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE PERTAINING
TO WIRELESS COMMUNICATION FACILITIES

By the signature(s) below, I (we) hereby acknowledge and agree to abide by the following requirements of the Wichita-Sedgwick County Unified Zoning Code pertaining to Wireless Communication Facilities:

1. There shall be no nighttime lighting of or on wireless communication facilities except for aircraft warning lights or similar emergency warning lights required by applicable governmental agencies. No strobe lights shall be used. Lighting for security purposes shall be permitted at the base of wireless communication facilities. Temporary lighting for nighttime repairs shall be permitted.
2. No signs shall be allowed on an antenna support structure other than those required by applicable governmental agencies.
3. The support structure shall be designed, and the ground area shall be adequate or will be made adequate, to accommodate at least 1 other carrier, if more than 80 feet in height, and at least 2 other carriers, if more than 100 feet in height. Reasonable accommodations will be made to lease space on the facility to other carriers so as to avoid having a proliferation of support structures that are not fully utilized. The owner(s) shall make available in the future the opportunity for another party to pay the cost to modify or rebuild the structure to support additional communication equipment where economically and technically feasible.
4. The owner shall be responsible for the removal of unused facilities, including the uppermost 20% of support structures that are unused (except where removal of the uppermost 20% would require the removal of a lower portion the support structure that is in use, in which case the required removal will be raised to the next highest portion of the support structure not in use), within 60 days if the wireless communication facility, or portion thereof, has been unused for 12 consecutive months. If such a facility or portion of a facility is not removed by the owner, then the City or County may employ all legal measures, including, if necessary, obtaining authorization from a court of competent jurisdiction, to remove it, and after removal may place a lien on the subject property for all direct and indirect costs incurred in its dismantling and disposal, including court costs and reasonable attorney fees. Under this paragraph, "owner" shall include both the owner of the real property and the owner of the wireless communication facility, whether such ownership is divided or in the same person.
5. The Wireless Communication Facility shall comply with all federal, state, and local rules and regulations.

By the signature(s) below, I (we) hereby acknowledge that failure to abide by the above stated requirements of the Wichita-Sedgwick County Unified Zoning Code pertaining to Wireless Communication Facilities shall result in the revocation of the Building Permit, Administrative Permit, or Conditional Use Permit, as applicable.


Property Owner Signature

Mark Nordlye For HGMJ Properties LLC
Printed Property Owner Name

8588 W 21st St #200
Property Owner Street Address

Wichita KS 67205
Property Owner City, State, Zip Code


Facility Owner Signature

Mark Nordlye for HGMJ Properties LLC
Printed Facility Owner Name

8588 W 21st St, #200
Facility Owner Street Address

Wichita KS 67205
Facility Owner City, State, Zip Code

FERRIS CONSULTING

*P O B O X 573 - W I C H I T A , K S 67201
P H O N E 316-516-0808 F A X 316-722-9799*

June 16, 2008

John Schlegel, Director
Metropolitan Area Planning Department
City Hall, 10th Floor
455 N. Main
Wichita, KS 67202

Dear John:

HGMJ LLC is constructing a tower for T-Mobile Central LLC. T-Mobile and HGMJ LLC request a Conditional Use Permit for the construction of a 120-foot wireless communications facility. This facility would be a monopole and will be located at approximately 2851 E. Kellogg Dr. at the corner of Kellogg Drive at Erie Ave. T-Mobile is trying to provide in building coverage to the residential properties in this area. This site is also required to relieve capacity issues on several existing T-Mobile sites. Plots and a narrative by a RF engineer are included with the application.

The area is zoned Limited Commercial and the Wireless Master Plan allows towers in this area with a CU. The area is a mixed use area with commercial, residential, institutional uses and is adjacent to a major highway. There are numerous highway light poles along Kellogg in this area. The proposed tower will be on the same visual line as these light poles and the tower will blend into the horizon with these towers.

T-Mobile approached the Kansas Department of Transportation about replacing one of these light poles with a monopole and replacing the highway lights. KDOT refused to discuss this and continues their policy of not allowing use in their right of way. There also is a high rise condominium structure at the corner of Douglas and Rutan. The board of owners of this structure does not want antennas and equipment on their building and will not lease space to wireless carriers.

There are no other towers or tall structures within one mile of the proposed tower. There is one tower located approximately 1.2 miles from the proposed location. This site was evaluated by T-Mobile's RF Engineer and it was determined this site could not meet the coverage objectives. This site is discussed in the narrative by the RF Engineer and shown on plots which are attached to this application. T-Mobile currently occupies the remaining towers and structures within two miles of the proposed location. A map showing T-Mobile sites is attached.

This application complies with the intent of the Wireless Master Plan in the following manner:

- The area is zoned LC and is surrounded by mixed use. The highway to the north creates a natural buffer from the properties to the north.
- The tower will blend in with the highway light poles in the area.
- The structure will be partially obscured by trees to the south and the commercial building to the west.
- The tower is relatively short at 120'.
- Constructs a monopole that minimizes the mass
- Exceeds the required setbacks
- Will require no strobe lighting

This application meets or exceeds the criteria for new ground mounted structures and T-Mobile hopes Staff will recommend approval this application. The Master Plan requires towers of 120' to accommodate at least three users and HGMJ will construct a monopole that meets or exceeds this requirement. Please feel free to let me know if you have questions.

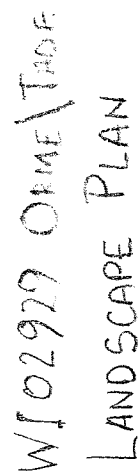
Sincerely,



Greg Ferris

SIZE
MM

E. KELLOGG DRIVE



APPLICATION

Case CON 2008-32

This form MUST be completed and filed at the Planning Department, Tenth Floor, City Hall, 455 N. Main St., Wichita, KS, 67202 in accordance with directions on the accompanying instruction sheet. AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED. Check the appropriate box below for type of application being submitted. A separate application form and filing fee is required for each application. A preapplication conference with the planning staff is recommended before filing this application.

SECTION I

This property is located within: ☒ Wichita ☐ Sedgwick County (unincorporated)

Metropolitan Area Planning Commission:

- ☐ Zone Change: From zoning district: _____ to _____
- ☐ Planned Unit Development: ☐ Approval ☐ Amendment to PUD _____ ☐ Adjustment to PUD _____
- ☐ Community Unit Plan: ☐ Approval ☐ Amendment to CUP _____ ☐ Adjustment to CUP _____
- ☐ Protective Overlay: ☐ Approval ☐ Amendment to PO _____ ☐ Adjustment to PO _____
- ☒ Conditional Use: To allow: 120' Wireless Communication Facility zone district: LC
☐ Adjustment to CU/CON No. _____
- ☐ Vacation of: _____ zone district: _____
(Use a separate sheet for legal description, if necessary.)
- ☐ Administrative Permit: To allow: _____ foot high wireless communication facility: zone district: _____
- ☐ Off-Site Billboard Sign within _____ feet of a residential lot/structure. zone district: _____

Board of Zoning Appeals:

- ☐ Variance: To allow: _____ zone district: _____
- ☐ Appeal of: _____ zone district: _____
- ☐ Zoning Adjustment: To allow: _____ zone district: _____
- ☐ Sign Code Adjustment: To allow: _____ zone district: _____

SECTION II

- The application area is legally described as Lot(s) 1-3-5-7 Ex. N 12' of Lt 1 : Block(s) 4 .
Sunny side Addition. (Wichita) Sedgwick County, KS. If appropriate, a metes and bounds description may be attached. Dec 14, 1886
- The application area contains .08 acres.
- This property is located at (address) SW Corner of Erie Ave & Kellogg Dr. which is generally located at (relation to nearest streets) West of Hillside South of Kellogg
- We file this request for the following reasons: Construct a 120' Monopole for T-Mobile Central LLC to provide Cellular/PCS Service to the area
- County control number: 150275

CON 2008-32

(Continued)

6. The names of the owners of all property included in this application MUST be listed as applicants. Contract purchasers, lessees or others directly associated with the property may also be listed if they desire to be advised of the proceedings. (Use a separate sheet for additional applicants if needed.)

A. APPLICANT Richard L. Vicki J. Tede PHONE _____
 ADDRESS 505 Tennessee St #406, Memphis, TN 38103 ZIP CODE 38103
 AGENT _____ PHONE _____
 ADDRESS _____ ZIP CODE _____

B. APPLICANT H6MJ Properties LLC PHONE 316 312 3233
 ADDRESS 8588 W 21st St. #200 ZIP CODE 67205
 AGENT Grey Ferris Ferris Consulting - PHONE 316 516 0808
 ADDRESS Po Box 573 ZIP CODE 67201

C. APPLICANT T-Mobile Central LLC attn George Wyck PHONE 316-405-0007
 ADDRESS 4533 Enterprise Dr. Oklahoma City, OK ZIP CODE 73128 (73128)
 AGENT Grey Ferris PHONE _____
 ADDRESS _____ ZIP CODE _____

7. We acknowledge receipt of the instruction sheet explaining the method of submitting this application. We realize that this application cannot be processed unless it is completely filled in; is accompanied by a current abstractor's certificate as required in the instruction sheet; and is accompanied by the appropriate fee. We further certify that the foregoing information is true and correct to the best of our knowledge. We authorize unannounced inspections of the subject property by City and/or County staff for the purpose of collecting information to review and analyze this request. We acknowledge that the MAPC, Governing Body, or Board of Zoning Appeals shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.

 Applicant's Signature

By Mark Nordsyke H6MJ Properties LLC
 Authorized Agent (If Any)

 Applicant's Signature

By Mark Nordsyke
 Authorized Agent (If Any)

 Applicant's Signature

By _____
 Authorized Agent (If Any)

The Petition must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this application.

FOR OFFICE USE ONLY

Map 5646A Zoning (N) _____ (S) LC (E) LC (W) B MAPC/BZA July 24 Township Wichita
 Council/Commission District III DAB III Sm. City PC _____
 N/A/HOA See TM
 Date 6-16-08 Fee 525.00 Received By JME

Required Documents:

☒ Ownership List ☐ BZA Justification ☒ Legal Description ☐ Vacation Petition ☒ Site Plan ☒ Signs

Agreement to Purchase

THIS AGREEMENT TO PURCHASE ("Agreement"), entered into on the 3RD day of MAY, 2008 by and between, HGMJ Properties LLC, a Kansas limited liability company or his/her/their assignee(s), hereinafter referred to as "Buyer", and Richard L. Tade and Vicki L. Tade, Individuals, Hereinafter referred to as "Seller".

1. **PROPERTY PURCHASED:** In consideration of the mutual promises herein contained, the Seller agrees to sell, and the Buyer agrees to buy, in accordance with the terms and conditions of this Agreement, the following described Real Property ("Property"), Situated in the City of Wichita, Sedgwick County, Kansas, and described as follows: **Lots 1-3-5-7 Except the North 12 ft of Lot 1 for Street Block 4, Sunny-Side Addition, City of Wichita, Sedgwick County, State of Kansas AKA the southwest corner of Kellogg Drive and Erie, Wichita, KS**
2. **PRICE AND TERMS:** Buyer hereby agrees to pay for said Property the sum of [REDACTED] and [REDACTED] payable as follows:
 - A. A personal note in the amount of [REDACTED] is attached hereto as "Earnest Money" to apply toward the purchase price. Earnest Money shall be held in Escrow at a company agreed upon by both parties. In the event the offer is not accepted or if Seller defaults in the performance of this Agreement or if Buyer terminates this Agreement as hereafter provided, the Earnest Money shall be promptly returned to Buyer.
 - B. The Buyer agrees to pay [REDACTED] and no/100 Dollars [REDACTED] at Closing.
3. **EVIDENCE OF TITLE:** in the form of a title search and owner's policy of title insurance, will be furnished by Seller, and shall be subject to the approval of the Buyer. A preliminary binder shall be provided to Buyer, for his review and approval, 48 hours prior to closing.
4. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that Seller has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation on the Property now or in the past. Seller further certifies to Buyer there are no pending orders or ordinances or resolutions that have been enacted authorizing work or improvements for which the Property may be assessed; and there are no City, County or State orders have been served upon him requiring work to be done or improvements to be made which have not been performed.
5. **INSPECTION and ACCESS:** Seller agrees that Buyer or Buyer's agent shall be allowed reasonable access to the Property to conduct inspection, survey, soil samples, etc. so long as Property is restored to its existing condition. Buyer assumes all responsibilities for Buyer's agents under this provision.
6. **CONVEYANCE AND CLOSING:** The closing of the sale will be on or before NOV 30 2008. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Purchaser.
 - (2) Purchaser shall pay the Sales Price in good funds acceptable to the escrow agent.
7. **PRORATIONS:** There shall be prorated between Seller and Buyer as of Closing all real estate taxes and installments of assessments as shown on the latest available tax duplicate.
8. **CONDITION OF IMPROVEMENTS:** Seller agrees that on Possession, the Property shall be in the same condition as it is on the date of this Purchase Offer, except for ordinary wear and tear.
9. **DEFAULT:** It is expressly agreed that upon the event of any default or failure on the part of the Buyer, to comply with the terms and conditions of this Agreement, that Seller agrees to accept the EARNEST MONEY deposit with payment of the personal note as full liquidated damages. Upon default by the Seller to perform under this Agreement, all deposits and notes shall be returned to Buyer on demand, and Buyer shall not thereby waive any right or remedy he may have because of such refusal.
10. **SOLE CONTRACT:** The parties agree that this Agreement constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this Agreement shall be made in writing, signed by all parties and copies shall be attached to all copies of the original Agreement. The terms and conditions of this Agreement are to apply to and bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties. All provisions of this Agreement shall survive the closing.
11. **SPECIAL CONDITIONS:** The terms of this Agreement are subject to the following: (A.) The City of Wichita approves the rezoning of the property to Office Warehouse or less restrictive zoning that will allow the construction of a building to house Purchasers vehicles and equipment or the City of Wichita approves a Conditional Use Permit for a Wireless Communication Facility if Purchasers desires. (B) The Seller's signature on this contract represents the Seller's consent to the application of 11 (A). (C) If Purchaser has not made application per 11(A) within 30 days of the date this Agreement is executed by

both parties then Purchaser forfeits its rights under Section 11 and if the terms of this Agreement are not fulfilled Seller shall have the rights listed under Section 9 of this Agreement. (D) If Purchaser is denied either application by the City of Wichita then this Agreement then Buyer has the right to terminate this Agreement by notifying Seller within 10 days of the decision by the City of Wichita, of Buyer's intent to terminate this Agreement. Upon notice of termination by the Buyer under the provision of this Paragraph, Seller will return the Earnest Money to Buyer within 10 days and this Agreement shall be terminated.

12. **EXPIRATION:** This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to Buyer or his Agent on or before 5:00 PM on ~~March 24~~ ^{MAY 7} 2008.
13. **LEGAL FEES:** The prevailing party in any legal proceeding related to this Agreement is entitled to recover reasonable attorney's fees and all costs of such proceeding incurred by the prevailing party.
14. **APPROVAL:** The undersigned Buyer has read, fully understands and approves the foregoing offer and acknowledges possession of a signed copy.

HGMJ Properties LLC By Mark K Nardyke 5-5-08
Buyer

8588 W. 21st #200 Wichita KS. 67205
Buyer's Address:

5-5-08

Date: 3-15-08

ACCEPTANCE

The undersigned Seller(s) has read, fully understands and verifies the above information as being correct and accepts the foregoing offer; agreeing to sell the herein described property on the terms and conditions herein specified and acknowledges receipt of a signed copy.

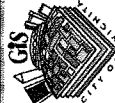
[Signature] 505 Tennessee St #406
Seller Seller's Address
Memphis TN 38103

[Signature]
Seller
Date: 5-3-08

Seller's Address



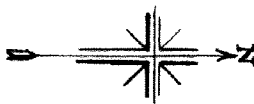
- ☐ City Limit
- ☐ Boundaries
- ☐ Property Parcels
- ☐ Lot Block
- ☐ Subdivisions
- ☐ Parks
- ☐ Airports
- ☐ City Limits
- ☐ Small Cities
- ☐ Sedgwick County
- ☐ Wichita



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10

SCALE 1 IN. = 100 FT.



City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: ZON2008-00022 – Zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”). Generally located on the southeast corner of Ridge Road and University Avenue. (District V)

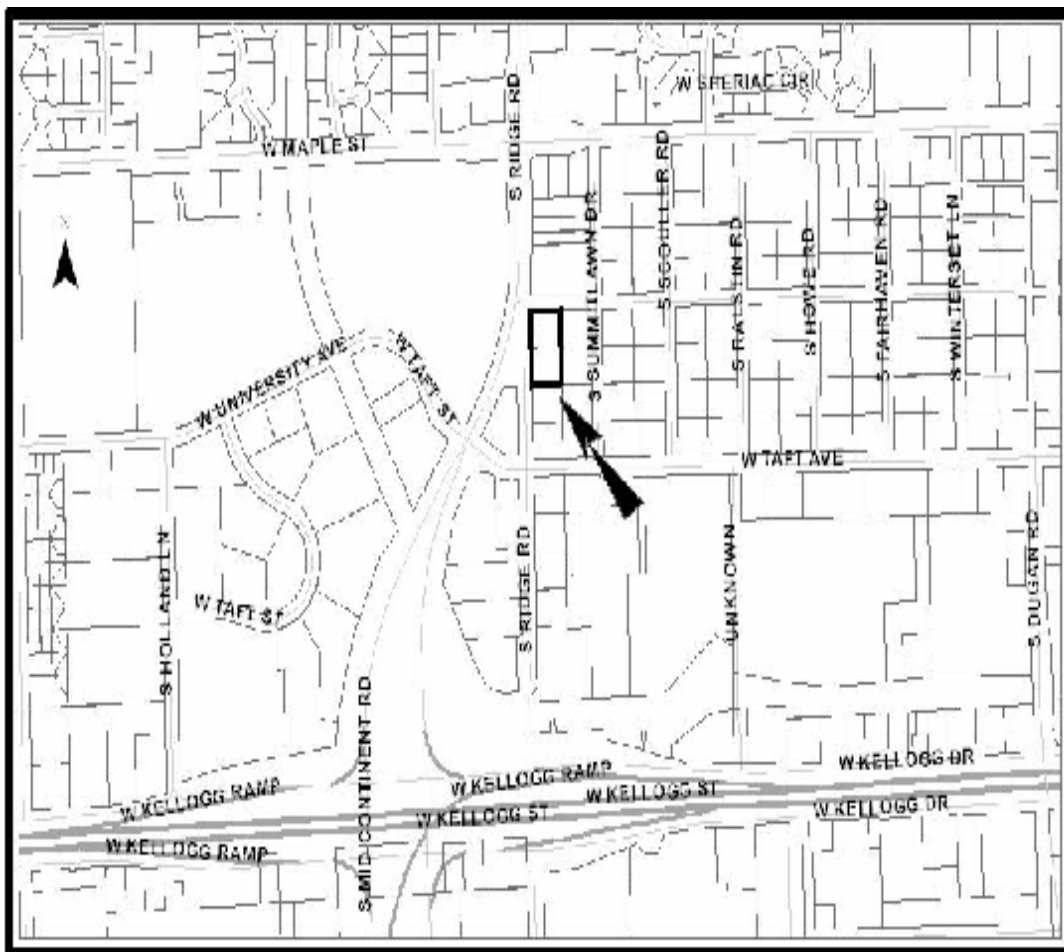
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve, subject to replatting within one year and Protective Overlay (10-0).

MAPD Staff Recommendations: Approve, subject to replatting within one year and Protective Overlay conditions.

DAB Recommendations: Approve, subject to replatting within one year and subject to provisions of a Protective Overlay (9-0-1).



Background: The applicants request a zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) on Lots 7 & 8, Block H, Westerlea Village Addition. The 1.09-acre site is located on the southeast corner of Mid-Continent Road/Ridge Road and University Avenue. The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses. The properties to the south, northeast and east are zoned SF-5 and are developed with single-family residences (mid 1950s – mid 1960s). The most immediate property located west of the site (across the cul-de-sac Ridge Road South) is zoned LC with a Community Unit Plan (CUP) overlay, DP-37. This parcel is developed as a single-story, brick, dentist/medical office (1984). DP-37 extends west across Mid-Continent Road from the site, with the LC and GC General Commercial (“GC”) zoned big box (Lowe’s) building supply center (1998) facing the site. Properties located north of the site (across University Avenue) are zoned LC, with multiple Protective Overlays attached to them. These properties are not developed, with the exception of a Pizza Hut Bistro restaurant (2005) located across University from the site. The possible rezoning of the subject site and the recent rezoning (ZON2007-55 and SUB2008-35) of two residential lots/single-family residences located south (across Taft Avenue) of the subject site, leaves four SF-5 zoned residential lots/single-family residences left from the 12 SF-5 zoned residential lots/single-family residences that originally fronted Mid-Continent Road/Ridge Road and Ridge Road South, from south of Taft Avenue to Maple Avenue.

Although the site has been identified in the Comprehensive Plan as appropriate for “Local Commercial” uses, the close proximity (abutting south and east sides of the site) of the site to an established single-family neighborhood requires any commercial uses on the site to be developed so as to minimize any negative impact on the neighborhood; the site was originally platted as two single-family lots and is part of the remaining western edge of this neighborhood. The earlier rezoning (1992- 2002 from SF-5 to LC) of properties located north of the site, across University, offers similar considerations to the subject site. These properties located north of University were SF-5 zoned single-family residences on lots platted from the same subdivision, the Westerlea Village Addition, as the subject site. To buffer the abutting and adjacent existing single-family residences from the unspecified commercial development on the site, planning staff recommends that a Protective Overlay (PO) be approved that continues the development controls established during the approval of the zoning changes on the adjacent northern properties. The recommended PO limits signage, lighting, noise, and building height; requires a six foot high masonry wall and a landscape buffer along the south and east property lines; and prohibits certain uses that are less compatible with residential development. If in the future the zoning of the residential properties to the south or east is changed to allow commercial uses, then the provisions of the Protective Overlay could be amended, but planning staff finds that any high-intensity, auto-oriented commercial use of the subject site not appropriate at this time.

Access to the south subject lot is from Ridge Road South, a residential cul-de-sac, which was the result of past large scale redevelopment of the area in connection to the Kellogg/US 54 – Mid-Continent Road interchange. The north subject lot has access to Mid-Continent Road, a principal arterial, and the residential street University Avenue, via a circular drive. The proposed LC zoning would generate commercial traffic from the subject site onto the residential streets they currently have access to and into the residential neighborhood the site is part of; complete access control to Ridge Road South is recommended. Complete access control onto University may be necessary, as reviewed by the Traffic Engineer. Possible future rezoning of the SF-5 zoned single-family residences located south and east of the site make complete access control onto University and cross lot access a critical consideration. Planning staff recommends that the subject site be replatted to ensure that all access control, drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.

Analysis: MAPC considered ZON2008-22 at the meeting held May 22, 2008 and approved it, per the staff’s recommendation with the Protective Overlay, unanimously (10-0). Prior to the MAPC meeting staff

had received phone calls, some which had potential issues with the request and others which were seeking information. No citizens spoke at the MAPC meeting.

DAB V considered ZON2008-22 at the June 2, 2008 meeting and voted to defer the request for one month and request the item be reconsidered on July 7, 2008. At the applicants' request, the item again was deferred and not reconsidered at the July 7, 2008 meeting. At the meeting held August 4, 2008, DAB V voted (9-0-1) to approve subject to replatting within one year and provisions of the protective overlay.

The recommended Protective Overlay #219 conditions are as follows:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. The following uses shall not be permitted: adult entertainment establishment; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

Protests representing 65.87% of the net area, requiring a $\frac{3}{4}$ majority vote by the Council to override, were filed.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change subject to replatting within one year and subject to the Protective Overlay; withhold the publication of the ordinance until the plat is recorded (requires $\frac{3}{4}$ majority vote to approve); or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 47-998

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2008-00038

Zone change from GO General Office ("GO") to LC Limited Commercial ("LC") subject to Protective Overlay #217 on property described as:

The West 68 feet of Lot 1, Dan Morgen Addition, Wichita, Sedgwick County, Kansas; generally located approximately north and east of the intersection of North Oliver Avenue and East Central Avenue (5002 East Central Avenue)

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #217:

1. All uses allowed as permitted uses in the "LC" Limited Commercial zoning district except the following: adult bookstores; pawn shops; funeral home; adult entertainment; convenience stores; hotel or motel; night club; recreation and entertainment, indoor; service station; restaurants with drive-up window service or in-vehicle food service; tavern and drinking establishment; vehicle and equipment sales, outdoor and wireless communication facility;
2. Signage on the site shall be limited to that permitted in the "NR" Neighborhood Retail zone. No signage shall face property zoned or used for residential purposes;
3. Submission and approval of a drainage plan prior to issuance of any building permits and construction of a six to eight foot wooden fence on the west and north property line at the time of issuance of any building permits.
4. Dedication of access control except for one opening along Central Avenue.
5. The site shall be developed in conformance with code required noise, setback and height standards, zoning screening and buffering and landscaping requirements unless modified by this Protective Overlay;
6. No outdoor storage shall be permitted on the site;

7. Outdoor lighting on the site shall be restricted to 12 feet in height, including the base, and shall be shielded away from residential zoning;
8. Outdoor speakers and sound amplification systems shall not be permitted.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, September 23, 2008.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

EXCERPT OF MAY 22, 2008 MAPC HEARING

Case No: ZON2008-22 – Robert S. Porter and Michael R. Thrull (Owners/Applicants) Baughman Company, PA, c/o Phil Meyer, Leisa Lowery, c/o JP Weigand (Agents) Request City zone change from "SF-5" Single-family Residential to "LC" Limited Commercial on property described as:

Lots 7 and 8, Block H, Westerlea Village Addition, Sedgwick County, Kansas. Generally located on the southeast corner of Ridge Road and University Avenue.

BACKGROUND: The applicants' request a zone change from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on Lots 7 & 8, Block H, Westerlea Village Addition. The 1.09-acre site is located on the southeast corner of Mid-Continent Road/Ridge Road and University Avenue. The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road.

The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses. The properties to the south, northeast and east are zoned SF-5 and are developed with single-family residences (mid 1950s – mid 1960s). The most immediate property located west of the site (across the cul-de-sac Ridge Road South) is zoned LC with a Community Unit Plan (CUP) overlay, DP-37. This parcel is developed as a single-story, brick, dentist/medical office (1984). DP-37 extends west across Mid-Continent Road from the site, with the LC & GC General Commercial ("GC") zoned big box Lowes building supply center (1998) facing the site. Properties located north of the site (across University Avenue) are zoned LC, with multiple Protective Overlays attached to them. These properties are not developed, with the exception of a Pizza Hut Bistro restaurant (2005) located across University from the site. The possible rezoning of the subject site and the recent rezoning (ZON2007-55 & SUB2008-35) of two residential lots/single-family residences located south (across Taft Avenue) of the subject site, leaves four SF-5 zoned residential lots/single-family residences left from the 12 SF-5 zoned residential lots/single-family residences that originally fronted Mid-Continent Road/Ridge Road and Ridge Road South, from south of Taft Avenue to Maple Avenue.

Although the site has been identified in the Comprehensive Plan as appropriate for "Local Commercial" uses, the close proximity (abutting south and east sides of the site) of the site to an established single-family neighborhood requires any commercial uses on the site to be developed so as to minimize any negative impact on the neighborhood; the site was originally platted as two single-family lots and is part of the remaining western edge of this neighborhood. The earlier rezoning (1992- 2002 from SF-5 to LC) of properties located north of the site, across University, offers similar considerations to the subject site. These properties located north of University were SF-5 zoned single-family residences on lots platted from the same subdivision, the Westerlea Village Addition, as the subject site. To buffer the abutting and adjacent existing single-family residences from the unspecified commercial development on the site, planning staff recommends that a Protective Overlay (PO) be approved that continues the development controls established during the approval of the zoning changes on the adjacent northern properties. The recommended PO limits signage, lighting, noise, and building height; requires a six foot high masonry wall and a landscape buffer along the south and east property lines; and prohibits certain uses that are less compatible with residential development. If in the future the zoning of the residential properties to the south or east is changed to allow commercial uses, then the provisions of the Protective Overlay could be amended, but planning staff finds that any high-intensity, auto-oriented commercial use of the subject site not appropriate at this time.

Access to the south subject lot is from Ridge Road South, a residential cul-de-sac, which was the result of past large scale redevelopment of the area in connection to the Kellogg/US 54 – Mid-Continent Road interchange. The north subject lot has access to Mid-Continent Road, a principal arterial, and the residential street University Avenue, via a circular drive. The proposed LC zoning would generate commercial traffic from the subject site onto the residential streets they currently have access to and into the residential neighborhood the site is part of; complete access control to Ridge Road South is recommended. Complete access control onto University may be necessary, as reviewed by the Traffic Engineer. Possible future rezoning of the SF-5 zoned single-family residences located south and east of the site make complete access control onto University and cross lot access a critical consideration. Planning staff recommends that the subject site be replatted to ensure that all access control, drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.

CASE HISTORY: The subject property is Lots 7 & 8, Block H, Westerlea Village Addition, which was recorded August 11, 1949.

ADJACENT ZONING AND LAND USE:

| | | |
|--------|----------|---------------------------------------------------|
| NORTH: | LC, SF-5 | Restaurant, undeveloped, single-family residences |
| SOUTH: | SF-5, LC | Single family residences, dentist/medical office |
| EAST: | SF-5 | Single family residences |
| WEST: | LC | Big box building supply center |

PUBLIC SERVICES: The subject site has frontage to the cul-de-sac Ridge Road South, University Avenue and Mid-Continent Road. Ridge Road South and University Avenue are both paved residential streets with open ditches. Ridge Road South intersects, to the south, with Taft Avenue, a four-lane urban collector. Taft and University intersect with Mid-Continent Road a four-lane, with turn lanes, principal arterial. Mid-Continent Road merges with and becomes Ridge Road around its intersection with University. Ridge Road is a four-lane, with turn lanes, principal arterial. There is a raised, full curbed median strip on Mid-Continent/Road Ridge Road, from Maple Avenue to the Kellogg Street/US-54 interchange, with cuts at its intersections with Taft (traffic lights) and University. The 2030 Transportation Plan indicates no change to the status of any of these roads. Available traffic counts in the area show approximately 23,700 average trips per day on this section of Mid-Continent/Ridge Road and 10,800 average trips per day on this section Taft. Municipal water and sewer services are currently provided to the subject site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the area between University Avenue, Taft, Mid-Continent Road/Ridge Road, and Summitlawn Drive as appropriate for “Local Commercial” development. The “Local Commercial” category includes commercial, office and personal service uses that do not have a regional draw. In order for the recommendation of the Land Use Guide to be consistent with the Commercial Locational Guideline regarding commercial traffic not accessing residential streets, the properties in this area would need to be replatted to front only Mid-Continent Road/Ridge Road, rather than the cul-de-sac Ridge Road South and University Avenue, which would remain residential streets. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. Additionally, the Commercial Locational Guidelines of the Comprehensive Plan recommend that commercially-generated traffic should not feed directly onto local residential streets.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to replatting within one year and subject to the following provisions of a Protective Overlay:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

This recommendation is based on the following findings:

- 1. The zoning, uses and character of the neighborhood: The surrounding area is characterized by a mixture of single-family residences, commercial uses, and undeveloped property zoned for or in the process of being zoned for commercial uses. The zoning and land uses are single-family residential to the south, east and northeast of the site. Two single-family zoned residences located further south (across Taft Avenue) of the subject site are in the process of converting to commercial use; ZON2007-55 & SUB2008-35. From 1992 to the 2002, single-family lots, zoned single-family, located between Maple Street, University Avenue, Mid-Continent Road/Ridge Road and Summitlawn Drive have been rezoned (with multiple Protective Overlays attached to them) and replatted for commercial development. Most of these properties have not been developed, but it is reasonable to expect that a similar rezoning pattern/request will occur on the remaining SF-5 zoned single-family lots, located south of University and facing Mid-Continent Road/Ridge Road or commercial zoning and development.
- 2. The suitability of the subject property for the uses to which it has been restricted: The subject property is zoned SF-5 which accommodates moderate-density, single-family residential development and complementary land uses. The site is currently developed with single-family residences; however, the residences face the principal arterial road Mid-Continent Road/Ridge Road and large box commercial making this site less desirable for single-family residential use. Recently rezoned single-family lots to commercial zoning and commercial development located north of the site, across University, also make this site less desirable for single-family residences. Additionally, the site is located under the approach to Mid-Continent Airport, which could make this site less desirable for residential use in the future.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Detrimental affects should be minimized by the conditions of a Protective Overlay which would limit signage, lighting, noise, and building height; require a six-foot high masonry wall and landscape buffer along the south and east property lines; and prohibit certain uses that are less compatible with surrounding residential development.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The Land Use Guide of the Comprehensive Plan identifies the subject property as appropriate for “Local Commercial” development. The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The subject site is recommended to be replatted such that access is from an arterial, and the recommended conditions of approval should limit noise, lighting, and other activity from adversely impacting surrounding residential areas. Additionally, the Commercial Locational Guidelines of the Comprehensive Plan recommend that commercially-generated traffic should not feed directly onto local residential streets. The subject property is recommended to be replatted, in part to establish access control along University and the cul-de-sac Ridge Road South to prevent commercially-generated traffic from feeding directly onto these local residential streets. Replatting the residential sized lots would also ensure that drainage plans, utilities and easements, cross lot access, sufficient street right-of-way and street improvements, including any needed guarantees, would be in place prior to the zoning being completed.
5. Impact of the proposed development on community facilities: Detrimental impacts on traffic should be minimized through the replatting process, which should limit access to the subject site to an arterial street and through cross lot access. Other community facilities should not be adversely impacted.

BILL LONGNECKER, Planning Staff presented the Staff Report. He referenced a correction to the Staff Report on Page 4, Condition G. and commented that “group residence” should be removed from the uses not permitted.

MOTION: To approve subject to staff recommendation, as corrected.

JOHNSON moved, **MARNELL** seconded the motion, and it carried (10-0).

SHERMAN and **VAN FLEET** in @1:37 P.M.



Case ZON2008-00022
Total Area 353,989 sq. ft.
Application Area 46,612 sq. ft.
Street R/W 132,143 sq. ft.
Net Area 175,234 sq. ft.
20% of Net Area 35,047 sq. ft.
Net Protest Area 115,435 sq. ft.
Total % Protesting 65.87%

S
W UNIVERSITY AVE

UNIVERSITY

WICHITA
S SCOLLER DR
SCOLLER

SUMMITLAWN

W TAFT AVE

MID CONTINENT

W TAFT ST
1 FT

CALCULATION AREA
PROTEST WITHIN
CALCULATION AREA
PROTEST OUTSIDE
CALCULATION AREA





INTEROFFICE MEMORANDUM

TO: Metropolitan Area Planning Commission Members
 Mayor and Wichita City Council Members

FROM: Megan Buckmaster, District V Neighborhood Assistant

SUBJECT: **ZON2008-00022**

DATE: August 06, 2008

On Monday, August 04, 2008, the *District Advisory Board (DAB) for Council District V* considered an application for a zone change on property currently zoned as SF-5, Single Family Residential to "LC," Limited Commercial, on Lots 7 & 8, Block H, Westerlea Village Addition: a 01.09-acre site located on the Southeast corner of Ridge Road and University Avenue

The applicants propose to redevelop the site with unspecified commercial uses. The site is currently developed with two, one-story single-family residences (built 1969, 1956), which face Mid-Continent Road. The surrounding area is characterized by a mixture of single-family residences, commercial uses and undeveloped property zoned for commercial uses.

DAB V considered ZON2008-22 at their June 2, 2008 meeting. The recommendation of the DAB was to reconsider the request at their July 7, 2008 meeting and to not send the case to the City Council until the DAB made a recommendation on the requested zoning change at the above mentioned July DAB meeting. The applicant requested a deferral until the August 04, 2008 DAB V Meeting.

The recommendation was approved with a majority vote 9-0-1 (abstention) to move forward to City Council for vote subject to platting within one year and subject to the following provisions of a Protective Overlay.

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building or along any street frontage that faces or is across the street from any property that is in a residential zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A 6-foot high masonry wall shall be constructed parallel to the south and east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site.
- F. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- G. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; group home; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

**City of Wichita
City Council Meeting
September 16, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-14 -- Plat of Smithmoor 11th Addition located south of Harry and west of Greenwich Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of nine lots on two acres, is a replat of Lot 1, Block A of the Smithmoor Commercial Addition. The Smithmoor Commercial Community Unit Plan (DP-243) was also approved for this site. A Notice of Community Unit Plan has been submitted. This site is zoned GO General Office.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for paving improvements. A Restrictive Covenant has been submitted to provide for ownership and maintenance of the reserves. A Restrictive Covenant has also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 32-foot street. Since this plat proposes the platting of narrow street right-of-way with adjacent 15-foot street drainage and utility easements, a Restrictive Covenant has been submitted that outlines restrictions for lot-owner use of these easements. Due to the platting of a 32-foot residential street in a commercial zoning district, a Restrictive Covenant has been submitted limiting the site to single-family development.

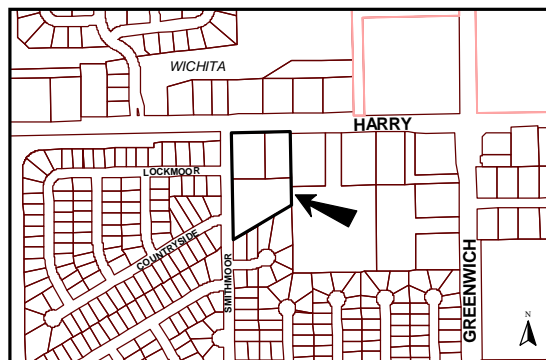
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition, Notice of Community Unit Plan and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.



First Published in the Wichita Eagle on September 19, 2008

RESOLUTION NO. 08-452

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON SMITHMOOR COURT (WEST OF GREENWICH, SOUTH OF HARRY) 472-84756 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON SMITHMOOR COURT (WEST OF GREENWICH, SOUTH OF HARRY) 472-84756 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Smithmoor Court (west of Greenwich, south of Harry) 472-84756.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Sixty-Three Thousand Dollars (\$63,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SMITHMOOR 11TH ADDITION

Lots 1 through 9, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block A SMITHMOOR 11TH ADDITION shall each pay 1/9 of the total project cost.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of

cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of September, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

**NOTICE OF COMMUNITY UNIT PLAN
SMITHMOOR COMMERCIAL DEVELOPMENT(DP-243)**

THIS NOTICE made this 21st day of Aug, 2008, by Ron Smith, President,
Smith and Company, Inc. hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

SMITHMOOR 11th ADDITION
Lots 1-9, Block A

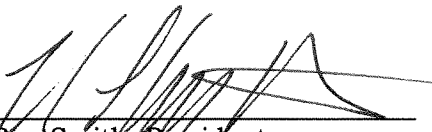
and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan Smithmoor Commercial Development (DP-243) has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot(s) 1-9, Block A, Smithmoor 11th Addition.

EXECUTED the day and year first written above.

By:



Ron Smith, President,
Smith and Company, Inc.

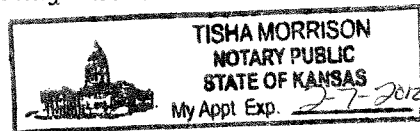
STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 21st day of Aug, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ron Smith, President, Smith and Company, Inc., personally known to me to be the same persons who executed the within instruments of writing and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above-written.

(My Commission Expires: 2-7-2012)

Tisha Morrison
Notary Public



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Ron Smith, President of Smith & Co. Inc., owner of Lots 1-9, Block A, Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas do hereby certify that petitions(s) for the following improvements have been submitted to the City council of the City of Wichita, Kansas:

1. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Smithmoor 11th Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

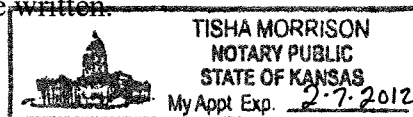
Signed this 5 day of Aug., 2008

Ron Smith

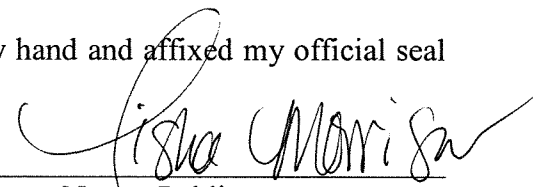
By: 
Ron Smith, President
Smith & Company Inc.

BE IT REMEMBERED, that on this 5 day of August, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came as Ron Smith, President of Smith & Company Inc., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



(My Commission Expires: 2-7-2012)


Notary Public

Covenant

This covenant, executed this 21st day of August, 2008.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Lots 1-9, Block A, Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas; and


WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserves.

NOW, THEREFORE, the undersigned do hereby subject Smithmoor 11th Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. The reserves located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
2. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
3. In the event that the undersigned, its successors or assigns, shall fail to maintain the the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

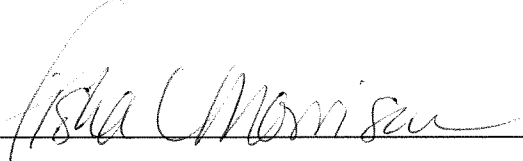
IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: 
Ron Smith, President,
Smith and Company, Inc

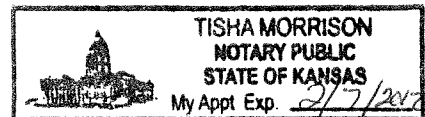
State of Kansas)

County of Sedgwick)

Be it remembered that on this 21st day of August, 2008, before me a Notary Public in and for said State and County, came Ron Smith, President, Smith and Company, Inc. to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

 , Notary Public

My Appointment Expires: 2-7-2012



RESTRICTIVE COVENANT

THIS DECLARATION made this 5 day of Aug., 2008, by Ron Smith, President, Smith & Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1-9, Block A, Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas

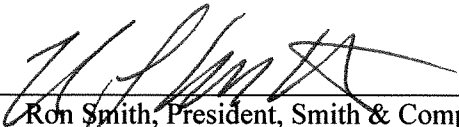
WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

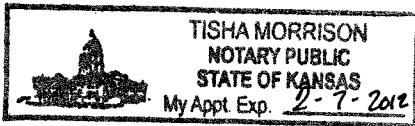
EXECUTED the date and year first above written.

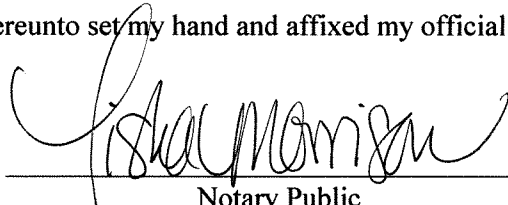
By: 
Ron Smith, President, Smith & Company

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK) :

BE IT REMEMBERED, that on this 5 day of Aug., 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ron Smith, President, Smith and Company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.




Notary Public

(My Commission Expires: 2-7-2012)

RESTRICTIVE COVENANT

THIS DECLARATION made this 5th day of Aug., 2008, by
Ron Smith, President, Smith & Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Lots 1-9, Block A, Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas


WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15-foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Smithmoor 11th Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and/or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

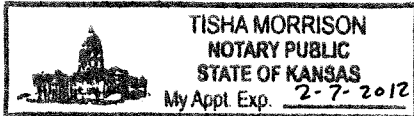
EXECUTED the date and year first above written.

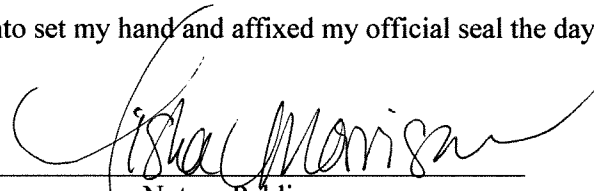
By: 
Ron Smith, President, Smith & Company

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK) :

BE IT REMEMBERED, that on this 5 day of Aug., 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ron Smith, President, Smith and Company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.




Notary Public

(My Commission Expires: 2-7-2012)

RESTRICTIVE COVENANT
FOR ZONING RESTRICTION

THIS DECLARATION made this 21st day of August, 2008, by Ron Smith, President, Smith & Compan, Inc., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

SMITHMOOR 11th ADDITION
Lots 1-9, Block A

and

WHEREAS, the aforescribed real property is presently zoned GO and is proposed as residential lots in a portion of the Addition.

and

WHEREAS, the Declarant has voluntarily chosen to impose restrictions upon the subject property in order to guarantee that the use and maintenance of the property will be harmonious with the neighboring lots in Addition

NOW, THEREFORE, the Declarant, does hereby restrict the above described real property to the following uses.

1. All and only uses allowed in the SF-5 Single Family Zoning District.

This restriction shall not be altered, amended or terminated without a public hearing before the Wichita-Sedgwick County Planning Commission and the appropriate governing body. Notice of such hearings shall be given as would be required by law for a zoning change on the property. This restriction shall become null and void upon the approval of a zone change to "SF-5" Single Family by the City Council of the City of Wichita, Kansas.

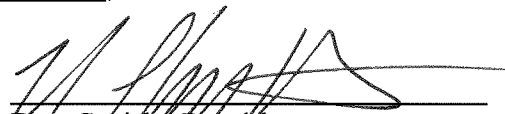
Restrictive Covenant
Page 2 of 2

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described tracts located in Sedgwick County, Kansas.

Signed this 21st day of Aug., 2008.

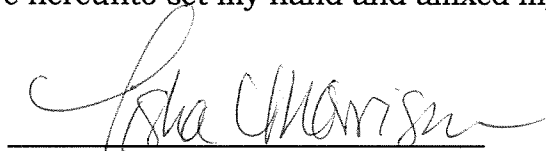
By:


Ron Smith, President,
Smith and Company, Inc.

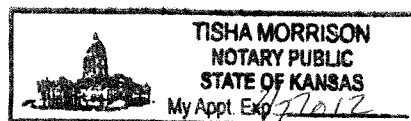
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of Aug., 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Ron Smith, President, Smith and Company, Inc., personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

(My Commission Expires: 2-7-2012)



**City of Wichita
City Council Meeting
September 16, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-15 -- Plat of Tyler's Landing 4th Addition located east of Tyler Road and on the south side of 37th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of 30 lots on 9.58 acres, is a replat of Lots 1 and 9, Block A, Tyler's Landing 3rd Addition. The site is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer, water, paving and drainage improvements. A Restrictive Covenant has been submitted to provide for ownership and maintenance of the reserves. A Restrictive Covenant has also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

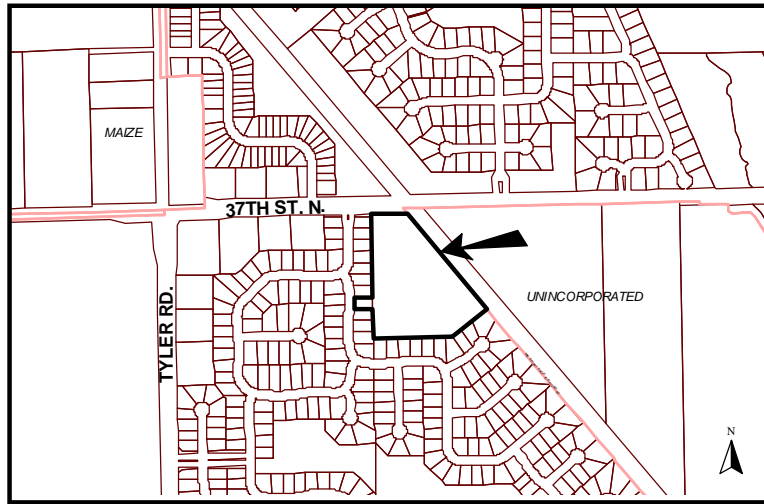
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petition and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



First Published in the Wichita Eagle on September 19, 2008

RESOLUTION NO. 08-453

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90401 (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90401 (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90401 (east of Tyler, south of 37th St. North).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Three Thousand Dollars (\$103,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TYLER'S LANDING 4TH ADDITION

Lots 1 through 30, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 30, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 1/30 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of September, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on September 19, 2008

RESOLUTION NO. 08-454

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 30, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) 468-84542 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 30, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) 468-84542 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 30, Main 19, Southwest Interceptor Sewer (east of Tyler, south of 37th St. North) 468-84542.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Nine Thousand Dollars (\$109,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2008 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TYLER'S LANDING 4TH ADDITION

Lots 1 through 30, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 30, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 1/30 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of September, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

RESOLUTION NO. 08-455

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON KACKLEY CIR. FROM THE EAST LINE OF PEPPER RIDGE, EAST TO AND INCLUDING THE CUL-DE-SAC; ON KACKLEY CT. (LOTS 1 THROUGH 10, BLOCK A), FROM THE NORTH LINE OF KACKLEY CIR. NORTH TO AND INCLUDING THE CUL-DE-SAC; AND ON KACKLEY CT. (LOTS 11 THROUGH 16, BLOCK A) FROM THE EAST LINE OF KACKLEY CT. EAST TO AND INCLUDING THE CUL-DE-SAC (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) 472-84755 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING KACKLEY CIR. FROM THE EAST LINE OF PEPPER RIDGE, EAST TO AND INCLUDING THE CUL-DE-SAC; ON KACKLEY CT. (LOTS 1 THROUGH 10, BLOCK A), FROM THE NORTH LINE OF KACKLEY CIR. NORTH TO AND INCLUDING THE CUL-DE-SAC; AND ON KACKLEY CT. (LOTS 11 THROUGH 16, BLOCK A) FROM THE EAST LINE OF KACKLEY CT. EAST TO AND INCLUDING THE CUL-DE-SAC (EAST OF TYLER, SOUTH OF 37TH ST. NORTH) 472-84755 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a Kackley Cir. from the east line of Pepper Ridge, east to and including the cul-de-sac; on Kackley Ct. (Lots 1 through 10, Block A), from the north line of Kackley Cir. north to and including the cul-de-sac; and on Kackley Ct. (Lots 11 through 16, Block A) from the east line of Kackley Ct. east to and including the cul-de-sac (east of Tyler, south of 37th St. North) 472-84755.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Two Hundred Seventy-Eight Thousand Dollars (\$278,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after September 1, 2008 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

TYLER'S LANDING 4TH ADDITION

Lots 1 through 30, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 30, Block A, TYLER'S LANDING 4TH ADDITION shall each pay 1/30 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot

basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of September, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, R & R Realty, L.L.C., a Kansas Limited Liability Company, owners of TYLER'S LANDING 4TH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Main Improvements
2. Lateral Sanitary Sewer Improvements
3. Water Line Improvements
4. Pavement Improvements
5. Storm Water Drain Improvements
6. Storm Water Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within the Tyler's Landing 4th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 21st day of August, 2008.

R & R Realty, L.L.C.

By: _____

Jay W. Russell, Manager

Ritchie Associates, Inc., Manager

By: _____

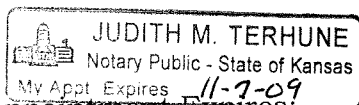
Rob Ramseyer, Vice-President

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited
Liability Company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



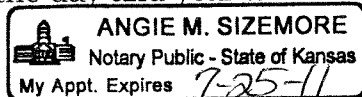
(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of August, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



(My Appointment Expires: 7-25-11)

Angie M. Sizemore
Notary Public

RESTRICTIVE COVENANT

THIS DECLARATION made this 21st day of August, 2008, by R & R Realty, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

TYLER'S LANDING 4TH ADDITION

Lots 1 through 30, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Tyler's Landing 4th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A" and "B" are hereby reserved for open space, utilities, drainage purposes, landscaping, entry monuments, and berms.

Reserves "A" and "B" shall be deeded to the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserves "A" and "B", as designated on the plat of Tyler's Landing 4th Addition, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves "A" and "B", to Tyler's Landing 4th Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner.
and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Tyler's Landing 4th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in TYLER'S LANDING 4TH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

R & R Realty, L.L.C.

By: 

Jay W. Russell, Manager

Ritchie/Associates, Inc., Manager

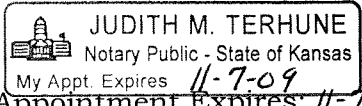
By: 

Rob Ramseyer, Vice-President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited
Liability Company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

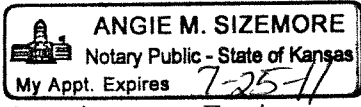
 JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-09
(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of August, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

 ANGIE M. SIZEMORE
Notary Public - State of Kansas
My Appt. Expires 7-25-11
(My Appointment Expires: 7/25/11)

Angie M. Sizemore
Notary Public

RESTRICTIVE COVENANT

THIS DECLARATION made this 21st day of August, 2008, by R & R Realty, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

TYLER'S LANDING 4TH ADDITION
Lots 1 through 30, Block A

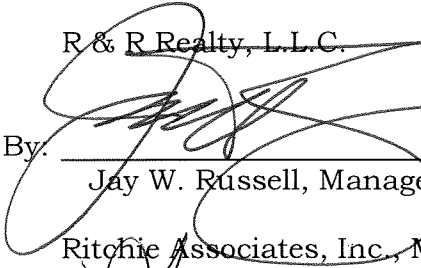
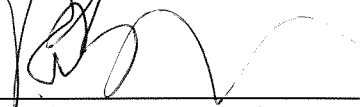
WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Tyler's Landing 4th Addition, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

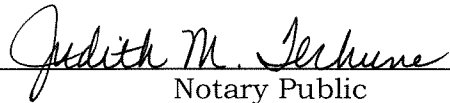
EXECUTED the day and year first written.

R & R Realty, L.L.C.
By: 
Jay W. Russell, Manager
Ritchie Associates, Inc., Manager
By: 
Rob Ramseyer, Vice-President

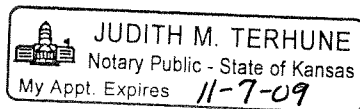
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 19th day of August, 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.


Notary Public

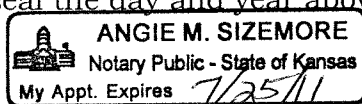
(My Appointment Expires: 11-7-09)



STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 21st day of August, 2008,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Rob Ramseyer, as Vice-President of Ritchie Associates, Inc., a Kansas
Corporation, Manager of R & R Realty, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Angie M. Sizemore
Notary Public

(My Appointment Expires: 7/25/11)

City of Wichita
City Council Meeting
September 16, 2008

TO: Wichita Housing Authority Board Members

SUBJECT: Section 8 Administrative Plan Addendum

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority (Consent)

Recommendation: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

Background: The Governing Board of the Housing Authority must approve revisions or amendments to the Section 8 Administrative Plan before changes can be implemented. The revision requested in this action, will provide an amendment to the existing plan to include the provision for granting an exception to the minimum rent policy of the Section 8 Housing Choice Voucher Program.

Analysis: The proposed revision to the Section 8 Administrative Plan provides an amendment with information regarding the minimum rent exception for persons experiencing a financial hardship. The addendum explains the circumstances under which such requests will be considered for either a temporary or long-term exemption from the mandatory \$50 minimum rent. This exemption has been available to Housing Choice Voucher participants since the mandatory minimum rent was established in 2006, however the exemption hardship request language was inadvertently omitted from the Administrative Plan at that time. Revising the Administrative Plan to include the exception hardship confirms that the procedure exists for families receiving rental assistance through the Section 8 Housing Choice Voucher program.

Financial Considerations: None.

Legal Considerations: Amendments are required or permitted in accordance with Rules and Regulations for administration of the Section 8 Housing Choice Voucher Program.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board review and approve the amendment to the Section 8 Administrative Plan for the Section 8 Housing Choice Voucher Program.

Attachment: Minimum rent exception amendment to the Section 8 Administrative Plan.

Attachment to Section 8 Administrative Plan

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of the family's monthly income
2. 30% of the family's adjusted monthly income
3. The minimum rent is \$50.00
4. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

Plus any rent above the payment standard.

B. Minimum Rent.

The Wichita Housing Authority has set the minimum rent at \$50.00. However, if the family requests a hardship exemption, the Wichita Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b. When the family would be evicted because it is unable to pay the minimum rent;

- c. When the income of the family has decreased because of changed circumstances, including loss of employment; and
 - d. When a death has occurred in the family.
- 2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
- 3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the month following the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
- 4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

**City of Wichita
City Council Meeting
September 16, 2008**

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 7 – Skycap Services

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Harrison Armstrong manages the skycap operation at Wichita Mid-Continent Airport as an independent contractor. Mr. Armstrong is responsible for managing the program, maintaining adequate staffing, and providing baggage handling and passenger assistance services to the general public on a daily basis.

Analysis: Wichita Mid-Continent Airport serves approximately 1.6 million passengers each year. Provision of skycaps to assist travelers is a service that Wichita's travelers have come to appreciate. Typically, this level of service is featured at larger airports. Although the airlines are not in a position to provide skycaps, it is recommended that the airport expend the effort and assist in providing this service to the traveling public.

Financial Considerations: Cost to the WAA for the management of this program is \$44,762.63 per year. This rate shall be effective October 1, 2008 and will continue on a month-to-month basis. In the event increased coverage is required, an additional \$5,000 per year is provided for in this supplement, which will allow adjustment of the established rate, if the increase can be substantiated.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through providing services to travelers which facilitate their use of the airport, thereby making it more attractive and convenient to users.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement; and authorize the necessary signatures.

Attachments: Two original signature copies and 12 distribution copies of the Amendment.

SUPPLEMENTAL AGREEMENT NO. 7

By and Between

THE WICHITA AIRPORT AUTHORITY

and

HARRISON ARMSTRONG

for

Independent Skycap Services

THIS SUPPLEMENTAL AGREEMENT NO. 7 made and entered into this September 16, 2008, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "AUTHORITY"; and HARRISON ARMSTRONG, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Agreement dated December 2, 1996, And Supplemental Agreements Nos. 1 through 6, with the most recent supplement dated August 16, 2005; for providing baggage handling and passenger assistance services to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the parties hereto are now desirous of amending this Agreement for the purpose of adjusting the compensation and modifying insurance requirements;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Payment to Contractor. Section 5, "Payment to Contractor" of the original Agreement, as amended by Supplemental Agreement No. 6, shall be further amended to adjust the payment to Contractor to One Hundred Twenty-two Dollars and Sixty-four Cents (\$122.64) per day, effective October 1, 2008, based upon the level of service provided by the Contractor. This amount may be adjusted by letter agreement if the level of activity increases or if additional services are provided, subject to the renegotiation of payments, which shall not exceed \$5,000 per year.

2.

Indemnity and Liability Insurance. Section 9, "Indemnity and Liability Insurance", Paragraphs one and two of the original Agreement, are hereby superseded by the following language:

As additional consideration for the services to be provided by Contractor, Authority agrees to reimburse Contractor for costs associated with the Contractor's securing of a business liability insurance policy and a worker's compensation and employer's liability policy. Such reimbursement shall be calculated into the daily rate paid to the Contractor. Policies shall cover the performance of services at Wichita Mid-Continent Airport by Contractor and

Contractor's personnel. Under no conditions will the Contractor permit the provision of services by Contractor's personnel who are not covered by the insurance policies. Liability insurance shall be maintained in the following amounts:

Bodily Injury and Property Damage

| | |
|----------------------|-----------|
| Each Occurrence | \$300,000 |
| General Aggregate | \$600,000 |
| Operations Aggregate | \$600,000 |

In addition to the insurance requirements included in the preceding paragraph, Contractor agrees to secure a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. Contractor agrees that in the event of future changes in law and upon notice by the Authority, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events in this paragraph.

The Contractor agrees to provide Authority with copies of all policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Such certificates shall contain a clause providing thirty (30) days' prior notice to the Lessor before any material change or cancellation is effective.

3.

Other Terms. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President

"AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:

By _____ By _____

Title _____ Title _____
"CONTRACTOR"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
September 16, 2008

TO: Wichita Airport Authority

SUBJECT: Midfield Road Electrical Duct Bank
Pre-Purchase Agreement of Electrical Switch Gear
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Authorize agreement for pre-purchase (ordering) of equipment.

Background: This project is currently under design and specialized equipment is necessary in order to meet tenant electrical requirements and to expand the Airport's electrical system. Due to a 4-month lead time, this equipment needs to be placed on order before the contractor is hired to build the duct bank project.

Analysis: In order to provide the electrical service for the tenant in a timely manner this equipment needs to be in the order line as soon as possible using a letter of agreement. When the contractor is hired, the order will be assigned to the contractor as part of the construction project.

Financial Considerations: The switch gear will be purchased from the sole source vendor, S & C Electric Company for \$123,500 and will be funded as a CIP project through General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through accommodating tenants in allowing improvements to be made which will enhance the usefulness and marketability of WAA-owned facilities.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority authorize staff to pre-purchase (order) this equipment using a letter of agreement.

Attachments: None.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 16, 2008**

- a. 2008 Sanitary Sewer Rehabilitation, Phase C (various locations north of Pawnee, east of Maize Road) (468-84531/620518/668637) Traffic to be maintained using flagpersons and barricades. (District I,IV,V) - \$353,000.00
- b. 2008 Sanitary Sewer Rehabilitation, Phase D (north of 31st Street South, west of Hillside) (468-84537/620519/668638) Traffic to be maintained using flagpersons and barricades. (District III) - \$300,000.00
- c. Storm Water Sewer #645 to serve Gateway Center 2nd Addition (south of 13th Street North, east of Greenwich) (468-84536/751478/485369) Does not affect existing traffic. (District II) - \$61,000.00
- d. Water Distribution System to serve Crystal Gardens Addition (north of 13th Street North, east of 135th Street West) (448-90330/735423/470096) Does not affect existing traffic. (District V) - \$120,000.00
- e. Water Line at 6100 W. Central, east of the Big Ditch, Phase 1 (south of Central, east of Ridge) (448-90400/635691/768740) Traffic to be maintained using flagpersons and barricades. (District V) - \$42,125.00
- f. 2008 Contract Maintenance Concrete Drainage Repair Phase 4 (east of 135th Street West, north of 63rd Street South) (472-84751/132721/) Traffic to be maintained using flagpersons and barricades. (District I,III,IV,VI) - \$150,000.00
- g. Water Distribution System to serve Woods North Addition (south of 29th Street North, west of 127th Street East) (448-90363/735408/470081) Does not affect existing traffic. (District II) - \$178,000.00

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for a Sanitary Sewer to serve part of Mediterranean Plaza Commercial 2nd Addition (east of Rock, north of 29th St. North) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On July 1, 2008, the City Council approved a petition to construct a sanitary sewer in Mediterranean Plaza Commercial 2nd Addition. Based on recent bid prices, the existing Petition does not have sufficient budget to award a construction contract. The developer has submitted a new Petition to increase the project budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide a sanitary sewer for a new commercial development located east of Rock, north of 29th St. North.

Financial Considerations: The existing Petition totals \$21,000. The new Petition totals \$35,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for a new commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on September 19, 2008

RESOLUTION NO. 08-456

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 52, MAIN 7, SANITARY SEWER NO. 23 (EAST OF ROCK, NORTH OF 29TH ST. NORTH) 468-84529 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 52, MAIN 7, SANITARY SEWER NO. 23 (EAST OF ROCK, NORTH OF 29TH ST. NORTH) 468-84529 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-345 adopted on July 1, 2008 is hereby rescinded.

SECTION 1. That it is necessary and in the public interest to construct Lateral 52, Main 7, Sanitary Sewer No. 23 (east of Rock, north of 29th St. North) 468-84529.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Five Thousand Dollars (\$35,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MEDITERRANEAN PLAZA COMMERCIAL SECOND ADDITION

TRACT 1 – A parcel of land lying in Lot 2, Block 1, Mediterranean Plaza Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas, said parcel being more particularly described as follows:

Commencing at the northwest corner of Lot 1, Block 1, said Addition; thence along the north line of said Lot 1 on a platted bearing of N89°06'42"E, 115.00 feet to a point on a curve to the left having a radius of 765.00 feet, a central angle of 10°09'53", and a chord of 135.54 feet, bearing N84°01'46"E; thence along said curve 135.72 feet to the Point of Beginning, said point being the northeast corner of said Lot 1, said point being on a curve to the left having a radius of 765.00 feet, a central angle of 12°13'12", and a chord of 162.85 feet, bearing N72°50'13"E; thence along said curve 163.16 feet; thence S23°16'22"E, 71.58 feet; thence S0°52'20"E, 391.59 feet; thence S89°07'40"W, 158.47 feet; thence N0°53'18"W, 106.81 feet; thence N31°20'59"W, 49.31 feet; thence N0°53'18"W, 262.76 feet to the Point of Beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis if equal shares being assessed to lots or parcels of substantially comparable size and/or value: TRACT 1; MEDITERRANEAN PLAZA COMMERCIAL SECOND ADDITION shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of September, 2008.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

| |
|---|
| |
| X |

| | | | |
|-------------------------------------------------------------------|-------------------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 1. Initiating Department Public Works | 2. Initiating Division Eng | 3. Date 8/27/2008 | 4. Project Description & Location Sanitary Sewer for Lot 2, Block 1, Mediterranean Plaza Commercial 2nd Addition |
| 5. CIP Project Number NF-200424 | 6. Accounting Number | 7. CIP Project Date (Year) 2008 | 8. Approved by WCC Date |
| 9. Estimated Start Date | 10. Estimated Completion Date | 11. Project Revised | |
| As Required | | | |
| 12. Project Cost Estimate | | | |
| ITEM | GO | SA | OTHER * TOTAL |
| Right of Way | | | |
| Paving, grading & const. | | | |
| Bridge & Culverts | | | |
| Drainage | | | |
| Sanitary Sewer | | \$35,000 | \$35,000 |
| Sidewalk | | | |
| Water | | | |
| Other | | | |
| Totals | | \$35,000 | \$35,000 |
| Total CIP Amount Budgeted | | | |
| Total Prelim. Estimate | | | |
| 13. Recommendation: Approve the petition and adopt the Resolution | | | |

| | | |
|-------------------|-----|----|
| Platting Required | Yes | No |
| Lot Split | X | |
| Petition | X | |
| Ordered by WCC | | |

Remarks:

100% Petition
* Sanitary Sewer Utility
Lateral 52, Main 7, SS # 23
468-84529

Division Head

Department Head

Budget Officer

City Manager

Date

Date

RECEIVED

AUG 29 '08

SANITARY SEWER PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MEDITERRANEAN PLAZA COMMERCIAL SECOND ADDITION

TRACT 1 – A parcel of land lying in Lot 2, Block 1, Mediterranean Plaza Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas, said parcel being more particularly described as follows:

Commencing at the northwest corner of Lot 1, Block 1, said Addition; thence along the north line of said Lot 1 on a platted bearing of N89°06'42"E, 115.00 feet to a point on a curve to the left having a radius of 765.00 feet, a central angle of 10°09'53", and a chord of 135.54 feet, bearing N84°01'46"E; thence along said curve 135.72 feet to the Point of Beginning, said point being the northeast corner of said Lot 1, said point being on a curve to the left having a radius of 765.00 feet, a central angle of 12°13'12", and a chord of 162.85 feet, bearing N72°50'13"E; thence along said curve 163.16 feet; thence S23°16'22"E, 71.58 feet; thence S0°52'20"E, 391.59 feet; thence S89°07'40"W, 158.47 feet; thence N0°53'18"W, 106.81 feet; thence N31°20'59"W, 49.31 feet; thence N0°53'18"W, 262.76 feet to the Point of Beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Thirty Five Thousand Dollars (\$35,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2008.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In

addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

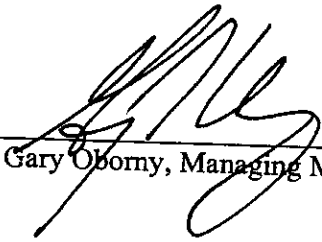
Tract 1; Mediterranean Plaza Commercial Second Addition shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
- 4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
- 5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick

County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <p><u>MEDITERRANEAN PLAZA COMMERCIAL SECOND ADDITION</u></p> <p>TRACT 1 – A parcel of land lying in Lot 2, Block 1, Mediterranean Plaza Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas, said parcel being more particularly described as follows:</p> <p>Commencing at the northwest corner of Lot 1, Block 1, said Addition; thence along the north line of said Lot 1 on a platted bearing of N89°06'42"E, 115.00 feet to a point on a curve to the left having a radius of 765.00 feet, a central angle of 10°09'53", and a chord of 135.54 feet, bearing N84°01'46"E; thence along said curve 135.72 feet to the Point of Beginning, said point being the northeast corner of said Lot 1, said point being on a curve to the left having a radius of 765.00 feet, a central angle of 12°13'12", and a chord of 162.85 feet, bearing N72°50'13"E; thence along said curve 163.16 feet; thence S23°16'22"E, 71.58 feet; thence S0°52'20"E, 391.59 feet; thence S89°07'40"W, 158.47 feet; thence N0°53'18"W, 106.81 feet; thence N31°20'59"W, 49.31 feet; thence N0°53'18"W, 262.76 feet to the Point of Beginning.</p> | <p>NR6, LLC, A Kansas limited liability company</p> <p>By:  _____ Gary Oborny, Managing Member</p> | |

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief.

Allen Rath
Name

MKEC 411 N WEBB
Address

(684-9600)
Telephone Number

Sworn to and subscribed before me this 29 day of August, 2008.



Doris Edwards
Deputy City Clerk

Agenda Item No. XII-5b

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council Members

SUBJECT: Petition for Street Paving for Woods North Addition (south of 29th St. North, west of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new Petition.

Background: On February 5, 2008, the City Council approved a petition to pave 127th St. East adjacent to Woods North Addition. An attempt to award a construction contract within the budget set by the Petition was not successful. The developer has submitted a new Petition with an increased budget. The signature on the Petition represents 100% of the improvement district.

Analysis: The project will provide street paving for a new residential development located south of 29th St. North, west of 127th St. East.

Financial Considerations: The existing Petition totals \$48,000. The new Petition totals \$75,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving required for a new residential development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on September 19, 2008

RESOLUTION NO. 08-458

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. EAST FROM THE EXISTING PAVEMENT NORTH TO THE NORTH LINE OF WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84653 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 127TH ST. EAST FROM THE EXISTING PAVEMENT NORTH TO THE NORTH LINE OF WOODSPRING (SOUTH OF 29TH ST. NORTH, WEST OF 127TH ST. EAST) 472-84653 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-067 adopted on February 5, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on 127th St. East from the existing pavement north to the north line of Woodspring (south of 29th St. North, west of 127th St. East) 472-84653.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Seventy-Five Thousand Dollars (\$75,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2008 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 46, Block A; Lots 1 through 5, Block B; Lots 1 through 8, Block C; Lots 1 through 92, Block D; Lots 1 through 14, Block E; and Lots 1 through 12, Block F, WOODS NORTH ADDITION, shall each pay 1/177 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of Septemer, 2008.

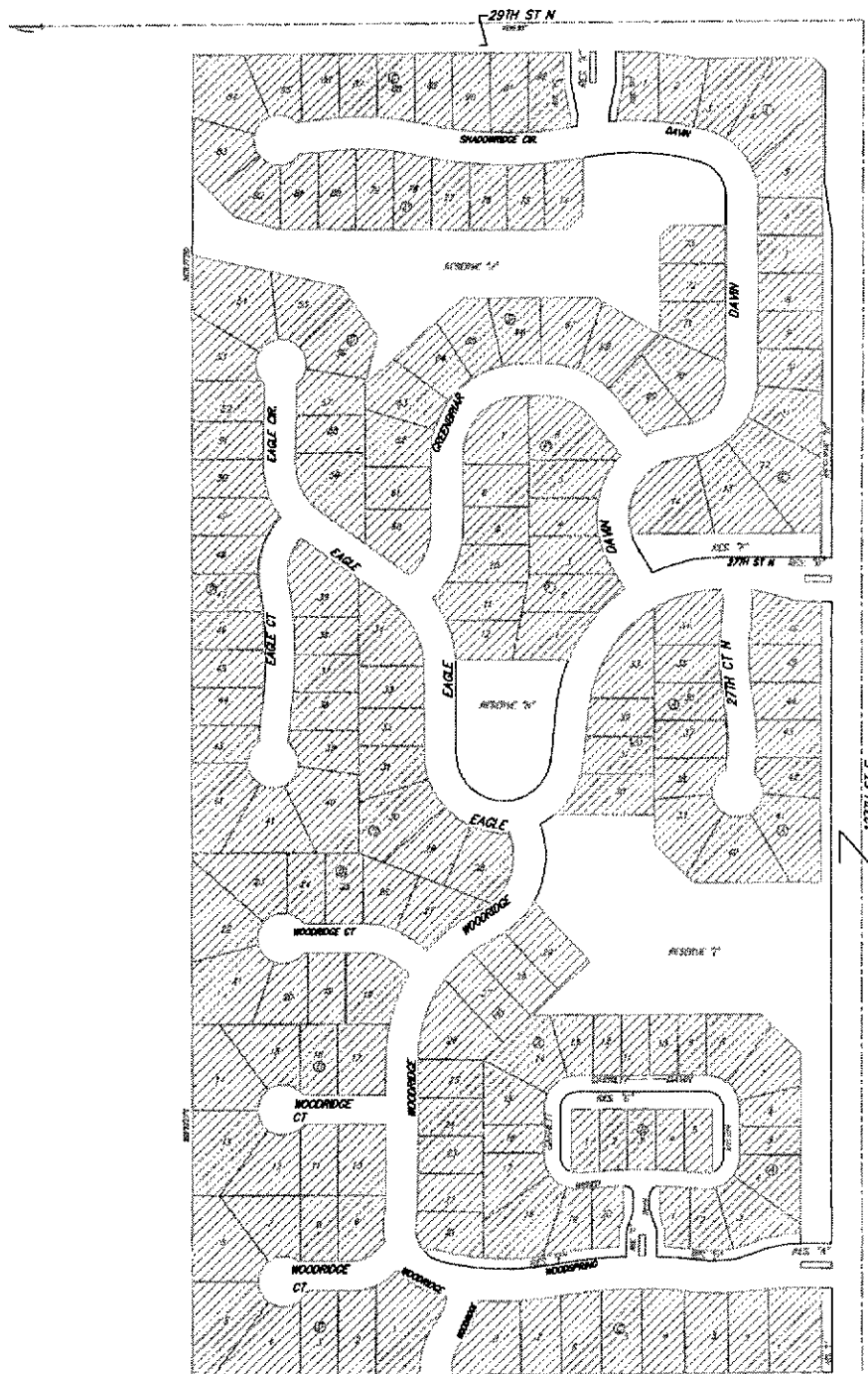
CARL BREWER, MAYOR

ATTEST:

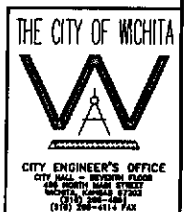
KAREN SUBLETT, CITY CLERK

(SEAL)

WOODS NORTH ADDITION



BENEFIT DISTRICT 
(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



| CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------------|----------------------------------------------------------------------------------|----------|
| <div style="display: flex; justify-content: space-between;"> <div> <p>USE:</p> <p>To Initiate Project <input type="checkbox"/></p> <p>To Revise Project <input checked="" type="checkbox"/></p> </div> <div> <ol style="list-style-type: none"> 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller. </div> </div> | | | | |
| 1. Initiating Department Public Works | 2. Initiating Division Eng | 3. Date 9/5/2008 | 4. Project Description & Location Pave 127th St East for Woods North Addition | |
| 5. CIP Project Number NL-200424 | 6. Accounting Number | 7. CIP Project Date (Year) 2008 | 8. Approved by WCC Date | |
| 9. Estimated Start Date | 10. Estimated Completion Date | | 11. Project Revised | |
| As Required | As Required | | | |
| 12. Project Cost Estimate | | | | |
| ITEM | GO | SA | OTHER * | TOTAL |
| Right of Way | | | | |
| Paving | | \$75,000 | | \$75,000 |
| Bridge & Culverts | | | | |
| Drainage | | | | |
| Sanitary Sewer | | | | |
| Sidewalk | | | | |
| Water | | | | |
| Street Lights | | | | |
| Totals | | \$75,000 | | \$75,000 |
| Total CIP Amount Budgeted | | | | |
| Total Prelim. Estimate | | | | |
| 13. Recommendation: Approve the Petition and Adopt the resolution | | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <p>100% Petition</p> <p>472-84653</p> </div> <div> <p>Remarks:</p> </div> </div> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <p>Platting Required <input checked="" type="checkbox"/></p> <p>Lot Split <input checked="" type="checkbox"/></p> <p>Petition <input checked="" type="checkbox"/></p> <p>Ordered by WCC <input checked="" type="checkbox"/></p> </div> <div> <p>Yes</p> <p>No</p> </div> </div> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <p>Division Head</p> <p><i>Jan Anderson</i></p> </div> <div> <p>Department Head</p> <p><i>Bob M. Co.</i></p> </div> <div> <p>Budget Officer</p> </div> <div> <p>City Manager</p> </div> </div> | | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <p>Date</p> </div> <div> <p>Date</p> </div> </div> | | | | |

RECEIVED

AUG 27 '08

CITY CLERK OFFICE

PAVING PETITION
127th St. E. - Phase 1

472-84653

REVISED

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

WOODS NORTH ADDITION

Lots 1 through 46, Block A
Lots 1 through 5, Block B
Lots 1 through 8, Block C
Lots 1 through 92, Block D
Lots 1 through 14, Block E
Lots 1 through 12, Block F

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on 127th St. E. from the existing pavement north to the north line of Woodspring according to plans and specifications to be furnished by the City Engineer.
- (b) That the estimated and probable cost of the foregoing improvement being Seventy-Five Thousand Dollars (\$75,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after February 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its

initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 46, Block A, Lots 1 through 5, Block B, Lots 1 through 8, Block C, Lots 1 through 92, Block D, Lots 1 through 14, Block E, and Lots 1 through 12, Block F, WOODS NORTH ADDITION shall each pay 1/177 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether

resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

| LEGAL DESCRIPTION | SIGNATURE | DATE |
|-------------------|-----------|------|
|-------------------|-----------|------|

WOODS NORTH ADDITION

Lots 1 through 46, Block A

Lots 1 through 5, Block B

Lots 1 through 8, Block C

Lots 1 through 92, Block D

Lots 1 through 14, Block E

Lots 1 through 12, Block F

Greenwich/4, LLC

By: Ritchie Associates, Inc., Manager

By: 

Rob Ramseyer, Vice-President 8/27/08

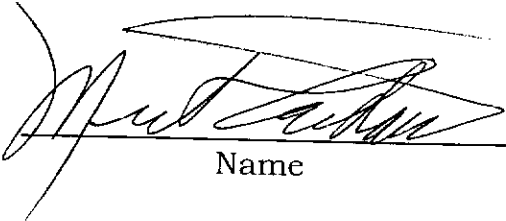
Ritchie Development Corporation

By: 

Rob Ramseyer, Vice-President 8/27/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.



Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 27 day of August
2008.




Deputy City Clerk

City of Wichita
City Council Meeting
September 16, 2008

TO: Mayor and City Council

SUBJECT: Procurement of Concession Supplies for Golf Courses
(Districts I, III, IV, V & VI)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: The Golf Course Division of the Park and Recreation Department provides concession services to patrons at the City's golf courses. Vendor contracts for provision of food, restaurant supplies, and delivery are scheduled for renewal.

Analysis: On July 23, 2008, the City Purchasing Division received responses to a Request for Proposal (FP 800066) for food and restaurant supplies for City golf courses. U.S. Foodservice was the sole respondent to this RFP. They have satisfactorily provided these services to the City golf courses since 2001.

Financial Considerations: U.S. Food Services has provided pricing and will provide free delivery. Purchases of food for resale at City golf courses were approximately \$40,000 in 2007.

Goal Impact: This concession supply contract will help to provide excellent customer service at the City's five golf courses.

Legal Considerations: The blanket purchase order contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract for U.S. Foodservice to provide food and restaurant supply services for City golf courses and authorize all necessary signatures.

Attachment: Contract with U.S. Foods

**CONTRACT
for
FOOD AND RESTAURANT SUPPLIES**

SEP 12 2008
10:44 AM

BLANKET PURCHASE ORDER NUMBER BP800104

THIS CONTRACT entered into this 16th day of September, 2008, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **U.S. FOODSERVICE, a DBA for U.S. FOODSERVICE, INC.** (Vendor Code Number 803666-002), 10211 North I-35 Service Road, Oklahoma City, OK 73131 Telephone Number (316) 942-9679 hereinafter called "**VENDOR**".

WITNESS:

WHEREAS, the **CITY** has solicited a proposal for **Food and Restaurant Supplies** (Formal Proposal FP800066); and

WHEREAS, **VENDOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP800066, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP800066, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay current negotiated prices to **VENDOR** for **Food and Restaurant Supplies** for the Parks and Recreation Department, Golf Course Division, as per the proposal, plans, specifications, addenda and **VENDOR'S** proposal of July 23, 2008 and as approved by the City Council on September 16, 2008. **Prices as per Exhibit "B". Prices are escalating and de-escalating and are to be provided as requested by City Golf Courses.**

Terms: Net Thirty (30) days.

3. **Term.** The term of this contract shall be from **September 16, 2008 through August 31, 2009**, with options to renew the contract under the same terms and conditions for two (2) or one (1) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

5. **Independent Contractor.** The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The **VENDOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

12. Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

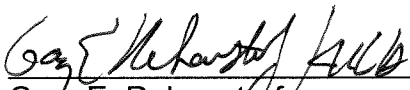
CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

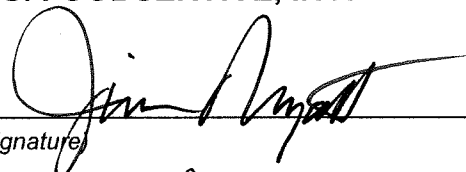
Carl G. Brewer
Mayor

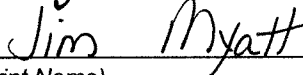
APPROVED AS TO FORM:

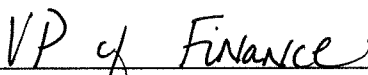
**U.S. FOODSERVICE, a DBA for
U.S. FOODSERVICE, INC.**



Gary E. Rebenstorf
Director of Law



(Signature)


(Print Name)


(Title – President or Secretary)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

The City desires sample pricing on items in the following areas. These are not the only items that may be ordered but a sample for comparative use:

MEATS & DAIRY

| SIZE | DESCRIPTION | |
|---------|------------------------------------|---------------------------|
| 2# PKGS | SLICED HAM .50 OZ | ★ 6/2# |
| 2# PKGS | SLICED TURKEY .50 OZ | ★ 6/2# |
| 10# BOX | BEEF HOT DOG - 5:1 - 6" | ★ 10# CASE |
| 10# BOX | JOHNSONVILLE BRAT - 5:1 - 6" | ★ 10# CASE |
| 5# | SWISS CHEESE 120 SLICES | |
| 5.33 OZ | BEEF PATTY 3:1 BLACK ANGUS | ★ 20# CASE |
| 8 OZ | SIRLOIN STEAK | ★ MARKET |
| 10# Box | Polish Dogs - 5:1 - 6" ← AVAILABLE | ★ STORES USING 4:1 POLISH |
| 10# Box | Hot Links - 4:1 - 6" 401198 | ★ 2.85# (NOT ON L) |
| 2# PKGS | Sliced Roast Beef .50 oz 342281 | ★ 6/2# 60.09 CA |
| 10# Box | Smoked Sausage - 4:1 - 6" 415693 | ★ 30.75 CASE |

FROZEN & PRODUCE

| SIZE | DESCRIPTION | |
|---------|-----------------------------------------------------------|------------------|
| 4# | FRIES 5/16" GEN 7 REGULARS | ★ US BLUE 6/5# |
| 2.5# | ONION RING BEER BATTERED 5/8" | ★ 8/2# |
| 5# TUB | SALAD - BAKED BEANS | ★ 6/HID ALLEN |
| 5# TUB | SALAD - TUNA CHUNKY ALBACORE 38 EGG, RELISH | ★ 2/5# \$45.11 |
| 5# TUB | SALAD - CHICKEN, FRESH CHUNK 38 EGG, CELERY, SW RELISH | ★ 2/5# \$43.77 |
| 1.33 OZ | COOKIE DGH - CHOC CHIP OTIS SPUNKMETER | ★ 240 CT \$69.65 |
| 3# | FRUIT SALAD | ★ 2/8# \$33.68 |

CANNED & DRY

| SIZE | DESCRIPTION | |
|-------|---------------------------|-------------|
| .9 OZ | COFFEE FILTER PAK REGULAR | ★ 160 COUNT |
| .9 OZ | COFFEE FILTER PAK DECAF | ★ 80 COUNT |

| | | |
|---------|------------------------------------------------------------------|----------------|
| 12 OZ | CUP-HOT PERFECT TOUCH | *20/50 COUNT |
| 16 OZ | CUP-HOT PERFECT TOUCH | *1,000 COUNT |
| 1000 CT | LID-DRINK THRU FOR PERFECT TOUCH | |
| 22 OZ | CUP - PAPER COLD | *NO BID |
| 1000 CT | LID-STRAW SLOT 22 OZ. | *NO BID |
| 6# | BROWNIE MIX 229393 | *6/5# \$29.32 |
| 1 OZ | CHIP - LAYS SOUR CREAM | *104 COUNT |
| 1 OZ | CHIP - CHEETOS CRUNCH | *104 COUNT |
| 1.25 OZ | CHIP - FRITOS | *104 COUNT |
| 1 OZ | CHIP - LAYS ORIGINAL | *104 COUNT |
| 1 OZ | CHIP - RUFFLES | *104 COUNT |
| 100 | GLOVES - LGE POLY DISP 1.25 MIL | *4/100 COUNT |
| 35 # | WESSON OIL ALL PURPOSE | *HARVEST VALUE |
| 1 OZ | ICE TEA BAGS - 1 GAL 829858 | *96/1000 \$18 |
| 125 | TRAY-1 / COMP / MD HNGD LID PLASTIC 8.2X8.34X2.9" CLR / PLAST | *4/125 COUNT |
| #10 | KETCHUP - 33% HUNTS | *6/110 |
| 1 GAL | MUSTARD - POURABLE - EASY HANDLE | *4/1 GAL |
| 1 GAL | MAYO HEAVY DUTY | *4/1 GAL |
| 1000 CT | FORK - MED WT WHITE PLASTIC | |
| 1000 CT | SPOON - MED WT WHITE PLASTIC | |
| 1000 CT | KNIFE - MED WT WHITE PLASTIC | |

In order for the City to evaluate quality and pricing, it may be desirable for vendors to list a two-tiered product line – include both lower-end and higher-end products. To determine options available, include in the RFP name brands and product specifications for review. Minimum order amounts (if any) should be stipulated, as well as the order and delivery process.

CITY OF WICHITA
City Council Meeting
September 16, 2008

TO: Mayor and City Council Members

SUBJECT: Acquisition of Temporary Construction Easement at 14802 East Kellogg for the Crestview Country Club Interceptor, Phase II (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 18, 2004, City Council approved the resolution authorizing construction of the Crestview Country Club Sanitary Sewer Interceptor. The second phase of the sanitary sewer project will run parallel with the existing service line. This second line will provide capacity relief due to the rapid growth in northeast Wichita. In some areas, the additional sewer line will co-locate within the existing easement however due to space limitations, it is necessary to acquire six new permanent easements. Eighteen temporary construction easements are also required. This particular site primarily consists of vacant, agricultural land whereupon; the City will require only a temporary construction easement. The proposed easement consists of 82,435 square feet.

Analysis: The owner has agreed to accept the appraised offer of \$5,945, or \$0.06 per square foot. \$750 was included as part of the compensation for replacement gate and fence, material and labor. The seller will install temporary fencing and relocate an existing gate to keep the livestock out of the easement area during construction.

Financial Considerations: A budget of \$6,000 is requested. This includes \$5,945 for the easement and \$55 for closing and recording costs.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure as this area is rapidly growing.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and authorize payment.

Attachments: Tract map, aerial map and temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 1 day of Sept, 2008 by Jack L. and Patsy L. Shelton, herein referred to as "Grantor(s)", and the City of Wichita, KS, a Municipal Corporation, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of Five Thousand Nine Hundred Forty-Five Dollars (\$5,945.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary right-of-way easement for the purpose of constructing utility improvements and associated site work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract of land described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of Section 24, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence S00°09'22"W along the east line thereof, a distance of 1400.21 feet for a point of beginning; thence S00°09'22"W along said east line, a distance of 53.23 feet; thence N50°44'37"W, a distance of 90.22 feet; thence N00°09'22"E, a distance of 263.03 feet; thence S43°14'09"E, a distance of 58.23 feet; thence S00°09'22"W, a distance of 200.00 feet; thence S50°45'12"E, a distance of 38.67 feet to the point of beginning; containing 11,923 square feet more or less.

Together with:

A tract of land described as follows:

Commencing at the Northeast Corner of the Southwest Quarter of Section 24, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence N89°56'43"W along the North line thereof, a distance of 664.60 feet for a point of beginning; thence N89°56'43"W, a distance of 40.00 feet; thence S00°03'17"W, a distance of 210.15 feet; thence S27°12'39"E, a distance of 516.65 feet; thence S43°14'09"E, a distance of 679.39 feet to the east line of said Southwest Quarter; thence N00°09'22"E along said east line, a distance of 58.23 feet; thence N43°14'09"W, a distance of 631.45 feet; thence N27°12'39"W, a distance of 501.32 feet; thence N00°03'17"E, a distance of 200.45 feet to the point of beginning; containing 54,788 square feet more or less.

Together with:


A tract of land described as follows:

Commencing at the Northeast Corner of Southwest Quarter of Section 24, Township 27 South, Range 2 East of the 6th P.M.; thence N89°56'43"W along the north line thereof, a distance of 734.60 feet for a point of beginning; thence N89°56'43"W, a distance of 262.06 feet; thence S00°03'17"W, a distance of 60.00 feet; thence S89°56'43"E, a distance of 262.06 feet; thence N00°03'17"E, a distance of 60.00 feet to the point of beginning; containing 15,724 square feet more or less.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses (including without limitation reasonable attorney's fees and disbursements of every kind, nature and description) caused by or arising out of the use of the premises by the Grantee, its employees, agents or contractors.

The Grantee is hereby granted the right to enter upon said premises described within at any time for the purpose of constructing utility improvements and associated site work for a period not to exceed one year from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

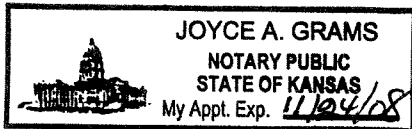

JACK L. SHELTON
Jack. L. Shelton


PATSY L. SHELTON

STATE OF KANSAS)
) ss:
Sedgwick COUNTY)

On 2nd day of September, 2008, this easement was acknowledged
before me by Jack L. Shelton & Patsy L. Shelton

SEAL:



My commission expires: 11/24/08


Notary Public

shelton



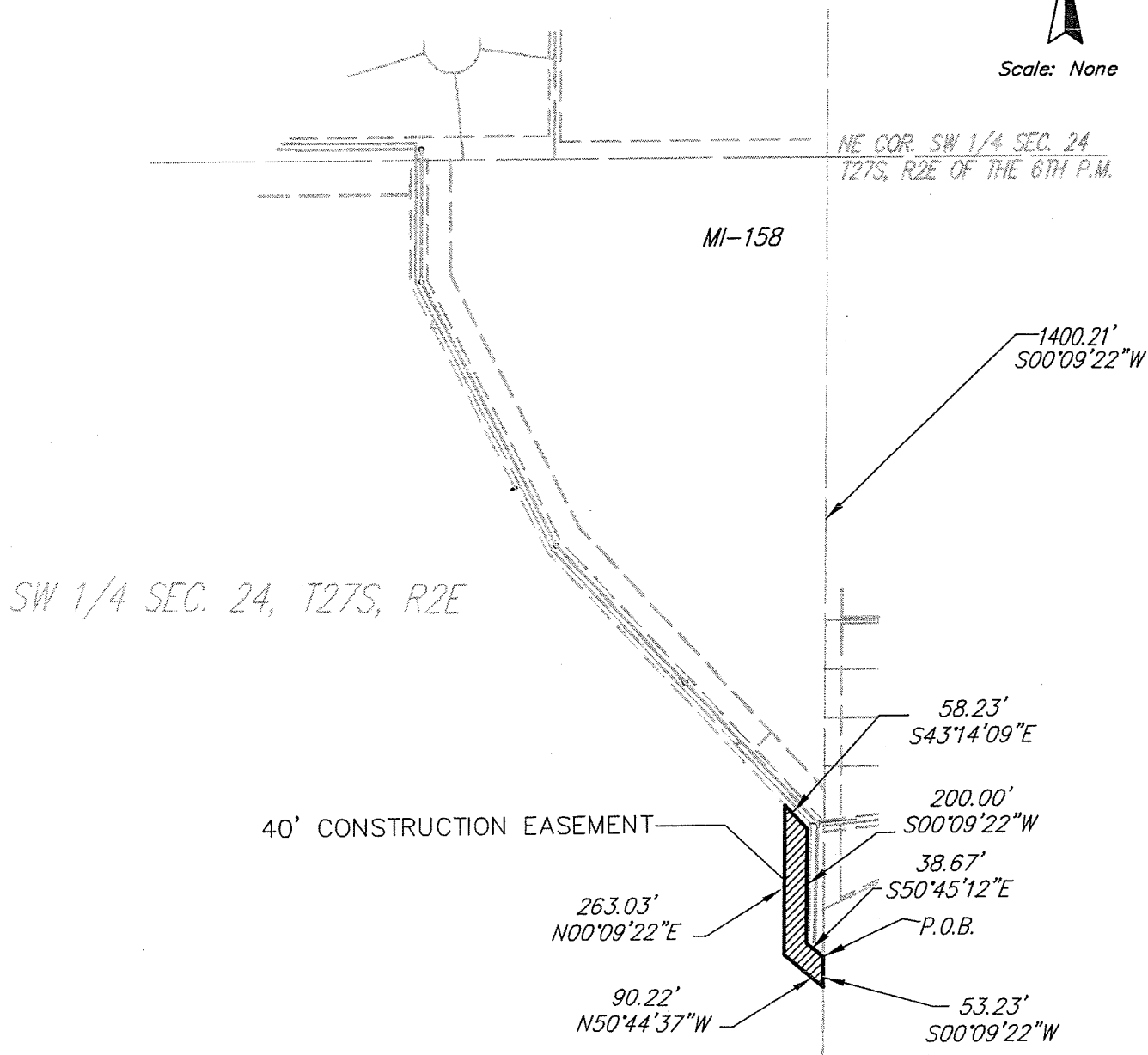
Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

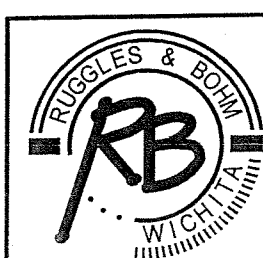
MI-158
Shelton, Jack L. & Patsy L.
14802 E Kellogg
Wichita KS 67230



Scale: None



Rev. 5/29/08



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

RB JOB
2270X

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OF
2

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PDC

DATE
12/12/05

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

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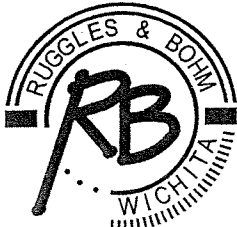
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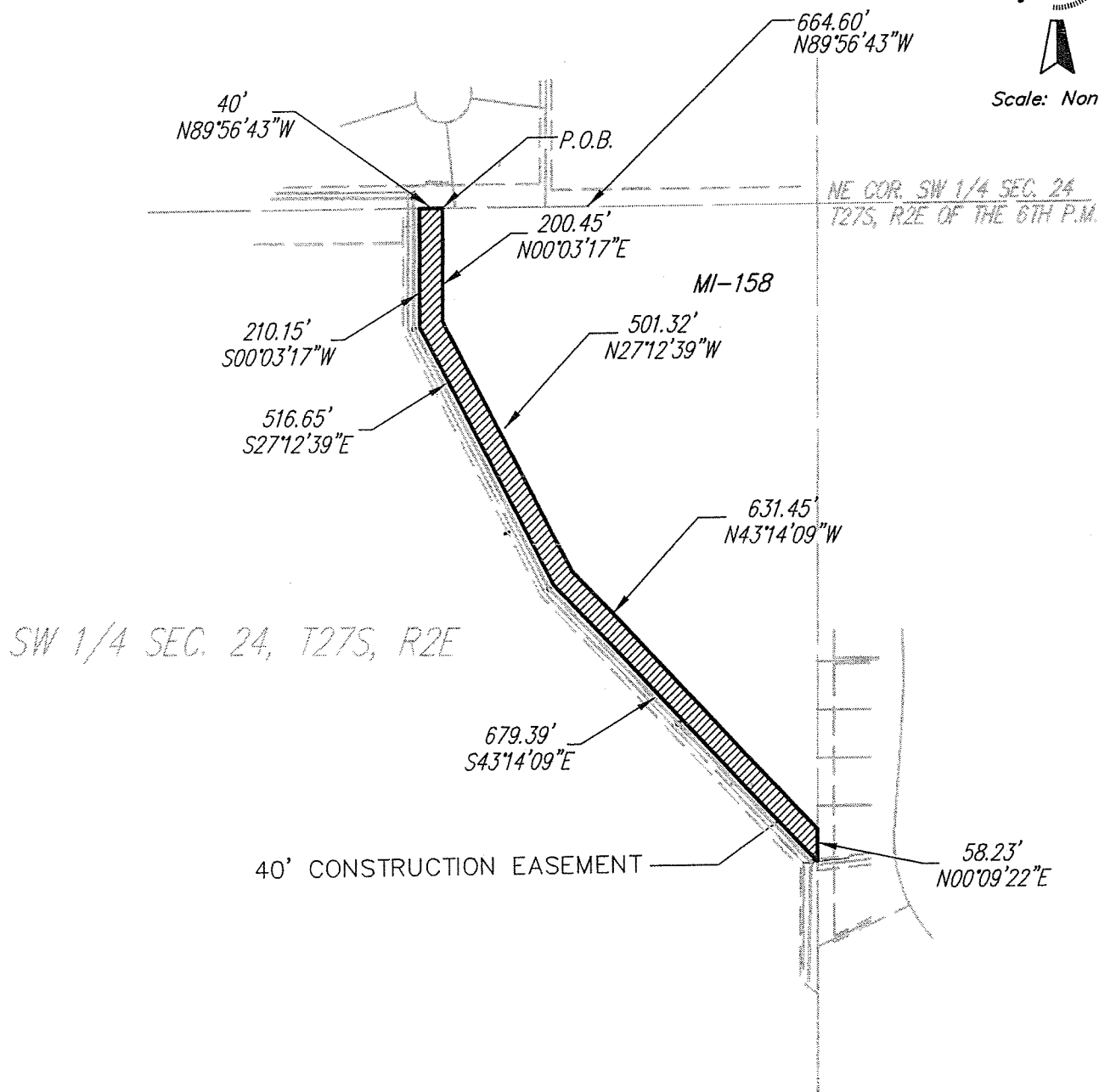
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|  | Ruggles & Bohm, P.A. | | RB JOB 2270X | DRAWN |
| | Engineering, Surveying, Land Planning | | SHEET | PDC |
| | 924 North Main Wichita, Kansas 67203 www.rbkansas.com | (316) 264-8008 (316) 264-4621 fax E-mail: info@rbkansas.com | 2 OF 2 | DATE 12/12/05 |

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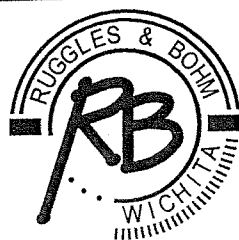
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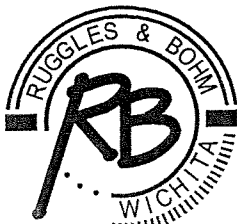
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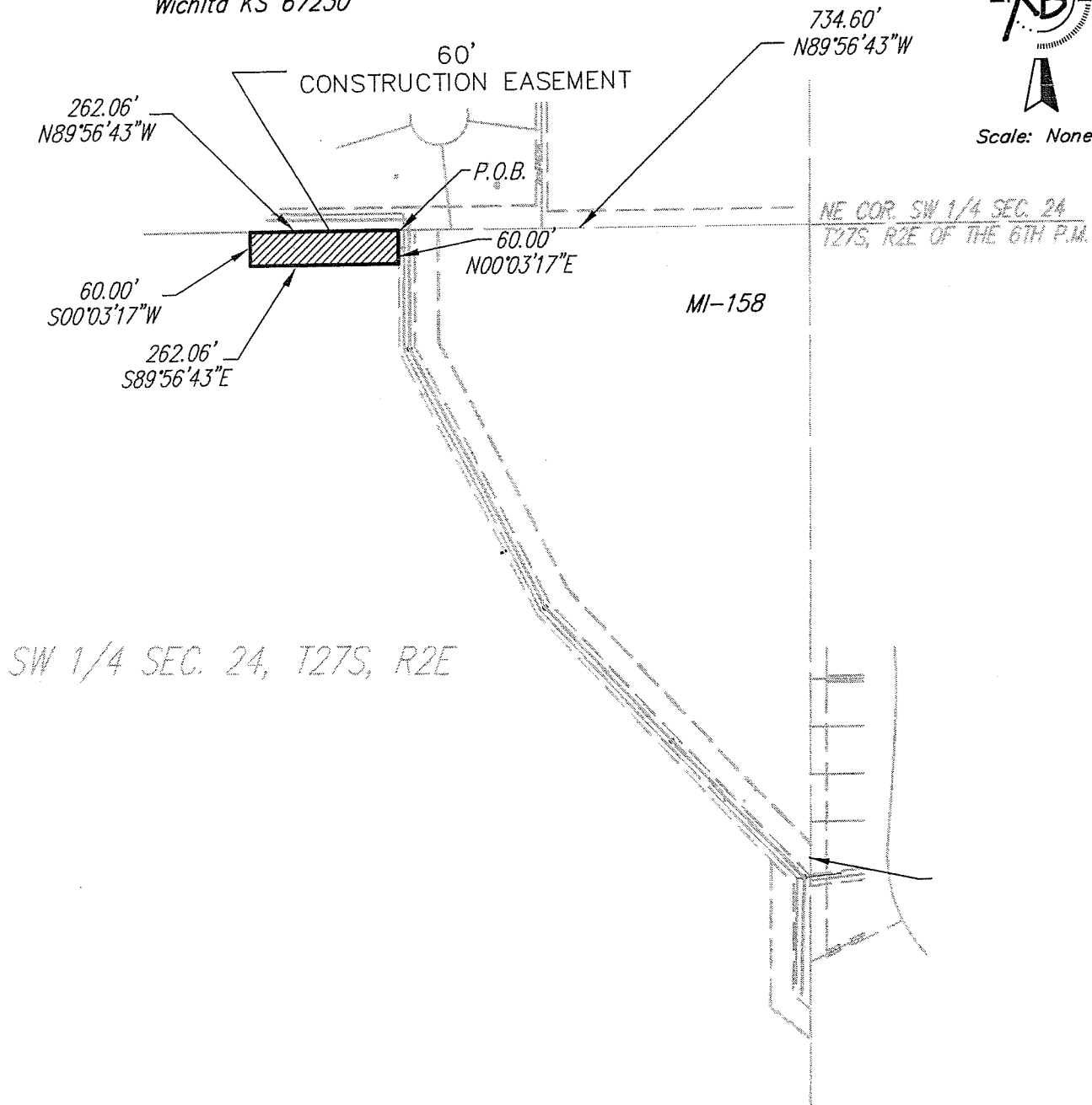
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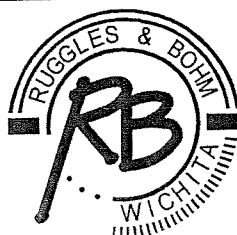
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| SHEET 1 OF 2 | DATE 12/12/05 |

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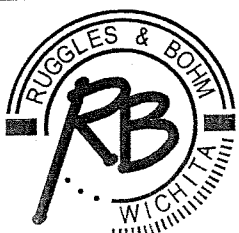
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| | 924 North Main Wichita, Kansas 67203 www.rbkansas.com | (316) 264-8008 (316) 264-4621 fax E-mail: info@rbkansas.com | 2 OF 2 | DATE 12/12/05 |

Wichita, Kansas
September 15, 2008
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Shirley Rogers, Division Supervisor, Department of Public Works in the Chair; Elizabeth Goltry, Budget Analyst, Finance/Budget, representing the Budget Office; Cheryl Busada, Senior Accountant, Office, representing the Director of Finance; Michelle Stroot, Intern, City Manager's Office, and Deborah Tadlock, Secretary to the City Clerk, present.

Minutes of the regular meeting dated September 8, 2008, were read and on motion approved.

Bids were opened September 12, 2008, pursuant to advertisements published on:

PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION: Sewers, Paving and Water Mains as per specifications (Exhibit Attached).

Storm Water Drain #350 to serve Oak Creek 2nd Addition (south of 21st Street North, west of Greenwich) (468-84534/751479/485370) Does not affect existing traffic. (District II)

McCullough Excavation - \$ 55,350.00

Lateral 52, Main 7, Sanitary Sewer #23 to serve Mediterranean Plaza Commercial 2nd Addition (east of Rock, north of 29th Street North) (468-84529/744290/480979) Does not affect existing traffic. (District II)

McCullough Excavation - \$ 19,600.00

Country View Lane from the south line of the plat, north to the west line of Fawnwood; Fawnwood from the north line of Lot 11, Block A, south to the south line of City View; City View from the west line of Fawnwood, east to the east line of Lot 31, Block B; Country View Court from the east line of Country View Lane, east to and including the cul-de-sac; sidewalk be constructed on Country View Lane, Fawnwood, and City View to serve The Woods Addition (east of 151st Street West, north of Maple) (472-84359/766218/490236) Does not affect existing traffic. (District V)

Kansas Paving Company - \$410,129.97

The Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

WATER UTILITIES DEPARTMENT/PRODUCTION AND PUMPING DIVISION: Four
Wheel Drive Skid Steer Loader

| | | |
|---------------------|---|----------------------|
| Wichita Tractor Co. | - | \$26,020.00 Base Bid |
| | - | \$ 2,820.00 Option 1 |
| | - | 339.00 Option 2 |
| | - | \$ 3,323.00 Option 5 |
| | - | 521.00 Option 6 |

PUBLIC WORKS DEPARTMENT/FLEET MAINTENANCE DIVISION: 58,000 GVWR
Dump Trucks

| | | |
|----------------------|---|-------------------------|
| Roberts Truck Center | - | \$346,347.00 Total Bid* |
|----------------------|---|-------------------------|

* Three (3) additional Dump Trucks at Same Unit Cost, Base Bid with Options 1, 2, 3, 4, and 5

PUBLIC WORKS DEPARTMENT/FLEET MAINTENANCE DIVISION: Winch Truck and
Aerial Truck

| | | |
|------------------------|---|-------------------------|
| Altec Industries, Inc. | - | \$ 88,743.00 Total Bid* |
|------------------------|---|-------------------------|

* One (1) additional Aerial Truck at Same Unit Cost, Base Bid with Options 1 and 2

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Shirley Rogers, Administrative Supervisor,
Department of Public Works

Deborah Tadlock
Secretary to the City Clerk

**CITY OF WICHITA
City Council Meeting
September 16, 2008**

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. Lists of weapons being destroyed have been provided (attached), and includes Exhibit A – 62 long guns and 108 handguns. The destruction of the weapons will be witnessed and monitored by Staff.

Financial Considerations: None.

Goal Impact: The destruction of seized weapons furthers the goals of Safe and Secure Neighborhoods by permanently removing these weapons from the streets of Wichita.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

LONG GUNS TO BE DESTROYED

MONTH: July

YEAR: 2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|----|-------------|-------------------------|------------------|---------------|-------|------|
| 1 | 06C75745 | Browning | LightTwelve | 03788NW211 | 12ga | SI |
| 2 | 06C75745 | Hiawatha | 130VR | | 12ga | SP |
| 3 | 05C83289 | Browning | | 29021 | 12ga | SI |
| 4 | 06C99632 | Savage Arms | Stevens94H | A276878 | 20ga | SS |
| 5 | 07C24047 | Romarm | GPWASR-10/63 | PV387085 | 7.62 | RI |
| 6 | 96C90915 | Mossberg | 600AT | | 12ga | SP |
| 7 | 96C6798 | Winchester | 52 | BS2330 | .22 | RI |
| 8 | 96C72606 | Marlin | Glenfield60 | 24344427 | .22 | RI |
| 9 | 96C100861 | Sporting Arms | SnakeCharmerII | 38869 | 410ga | SS |
| 10 | 05C80093 | Mossberg | 600ET | H614456 | 410ga | SP |
| 11 | 96C27069 | New England | PardnerSB1 | NA193809 | 20ga | SS |
| 12 | 97C81024 | Remington | Wingmaster870 | S051130V | 12ga | SP |
| 13 | 05C80368 | Wards | Westernfield | | 410ga | SB |
| 14 | 97C113005 | Marlin | Glenfield60 | 20649108 | .22 | RI |
| 15 | 97C109615 | Remington | 1100 | L8690601V | 12ga | SI |
| 16 | 97C77988 | Colt | Courier | SC15713 | .22 | RI |
| 17 | 05C69913 | Marlin | 60 | 96431205 | .22 | RI |
| 18 | 05C71762 | CBC | | GR76661 | .22 | RI |
| 19 | 05C71762 | Savage Arms | Stevens58C | | 410ga | RB |
| 20 | 05C77677 | Remington | 522Viper | 3151966 | .22 | RI |
| 21 | 05C83433 | Savage | Stevens67seriesE | E330661 | 12ga | SP |
| 22 | 05C71996 | Winchester | 1897 | 479555 | 12ga | SP |
| 23 | 05C82232 | Norinco | SKS | 12238689 | 7.62 | RI |
| 24 | 05C77677 | Remington | 710 | 71084491 | 270 | RI |
| 25 | 05C77677 | Connecticut Valley Arms | Hawken | 611300840998 | .50 | RU |
| 26 | 05C76481 | Remington | Wingmaster870 | 130837W | 16ga | SP |

LONG GUNS TO BE DESTROYED

MONTH: July

YEAR: 2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|----|-------------|-------------------------|------------------|---------------|-------|------|
| 27 | 05C77677 | Western field | | M550CD | 20ga | SP |
| 28 | 05520365 | Mossberg | 500A | K573105 | 12GA | SP |
| 29 | 05C82036 | Marlin | 30AW | 031001273 | 3030 | RL |
| 30 | 05C82036 | Connecticut Valley Arms | Plainsman | 873762 | .50 | RU |
| 31 | 05C76412 | Remington | 870ExpressMagnum | C164586M | 12ga | SP |
| 32 | 05C81107 | Western Field | MI50A | | 410ga | SB |
| 33 | 05C81107 | Remington | Wingmaster870 | 907479X | 20ga | SP |
| 34 | 05C74942 | Olympic Arms | Centurion15 | CIA1637 | 223 | RI |
| 35 | 05C82036 | Marlin | 60W | 05306269 | .22 | RI |
| 36 | 05C74942 | Mossberg | 500C | L528393 | 20ga | SP |
| 37 | 05C74942 | Marlin | 1894 | 20010722 | .357 | RL |
| 38 | 05C74942 | Norinco | MAK90 | 58627 | 7.62 | RI |
| 39 | 05C74942 | Ruger | 10/22 | 24910305 | .22 | RI |
| 40 | 05C74942 | Hesse US | R1A1Sporter | 133663 | .308 | RI |
| 41 | 05C76938 | Savage Arms | Stevens67SeriesE | E305919 | 20ga | SP |
| 42 | 05C82382 | Remington | 870ExpressMagnum | B165473M | 12ga | SP |
| 43 | 05C70142 | Mossberg | 500A | R268351 | 12ga | SP |
| 44 | 05C76272 | Marlin | Glenfield60 | 19315373 | .22 | RI |
| 45 | 05C72904 | Winchester | 1400 | 110414 | 12ga | SI |
| 46 | 05C91001 | New England | PardnerModelP | | 12ga | SS |
| 47 | 05C86489 | Remington | Scoremaster511 | | .22 | RB |
| 48 | 05C96731 | Mossberg | 500AT | G589100 | 12ga | SP |
| 49 | 05C93398 | Marlin | 995 | 19392295 | .22 | RI |
| 50 | 05C90002 | Japanese | | 7911 | | RB |
| 51 | 05C88796 | Marlin | Glenfield60 | 20350273 | .22 | RI |
| 52 | 05C90002 | Universal | M1 | 424105 | 30 | RI |

LONG GUNS TO BE DESTROYED

MONTH: July

YEAR: 2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|----|-------------|----------------------------|----------------------|---------------|------|------|
| 53 | 05C86060 | Marlin | 60 | 06195710 | .22 | RI |
| 54 | 05C97162 | Ruger | 1022 | 23213575 | .22 | RI |
| 55 | 05C96945 | Remington | 870ExpressMagnum | B287030M | 12ga | SP |
| 56 | 05C86014 | Mossberg | | 600B | 16ga | SP |
| 57 | 05C89263 | Savage Arms | Springfield67seriesE | C239086 | 20ga | SP |
| 58 | 05C89263 | Savage Arms | 951 | | 410 | SB |
| 59 | 05C89263 | Brasileira De Cartuchos | SB | 493529 | 12ga | SS |
| 60 | 05C84651 | Revelation | R310AB | | 12ga | SP |
| 61 | 05C89263 | Norinco | SKS | 61816900 | 7.62 | RI |
| 62 | 05C90449 | Mossberg | 88 | MV12316K | 12ga | SP |
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HANDGUNS TO BE DESTROYED

MONTH: July

YEAR: 2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|----|-------------|--------------|------------------|---------------|------|------|
| 1 | 05C97904 | Cobra | CA-380 | CP011776 | .380 | PI |
| 2 | 96C54774 | Rossi | M712 | F076778 | .357 | PR |
| 3 | 05C82646 | Colt | UnitedStatesNavy | 24639 | | PU |
| 4 | 05C82646 | Colt | USMR | 9289 | | PU |
| 5 | 05C71490 | H & K | | 2216482 | .40 | PI |
| 6 | 05C71766 | Star | Firestar | 2066328 | .45 | PI |
| 7 | 05C70648 | Colt | MKIVseries80 | FC15653E | .45 | PI |
| 8 | 05C72394 | Lorcin | L380 | 035388 | .380 | PI |
| 9 | 05C70484 | Ruger | P89 | 31092613 | 9mm | PI |
| 10 | 05C73558 | Ruger | SecuritySix | 15438010 | .357 | PR |
| 11 | 05C70429 | Raven | MP25 | 1592290 | .25 | PI |
| 12 | 05C79514 | H & R | Sportsman | 38005 | .22 | PR |
| 13 | 05C77677 | Ruger | SingleSix | 6726273 | .22 | PR |
| 14 | 05C79783 | Smith & Wess | M10 | C324714 | .38 | PR |
| 15 | 05C78953 | Bryco | JenningsNine | 1440531 | 9mm | PI |
| 16 | 05C77677 | Bryco | JenningsNine | 1511622 | 9mm | PI |
| 17 | 05C82110 | Smith & Wess | 38 | 629720 | .38 | PR |
| 18 | 05C79387 | CDM | | 0017729 | .22 | PR |
| 19 | 05C76412 | Bryco | JenningsT380 | 1466322 | .380 | PI |
| 20 | 05C79282 | Llama | T10 | S795608 | .38 | PR |
| 21 | 05C74339 | Davis | P380 | AP423051 | .380 | PI |
| 22 | 05C78898 | Glock | 22 | BTY268US | .40 | PI |
| 23 | 05C73819 | Bryco | JenningsT380 | 1327840 | .380 | PI |
| 24 | 05C75400 | Smith & Wess | 60 | ACA5894 | .38 | PR |
| 25 | 05C81388 | Glock | 23 | BUB760US | .40 | PI |
| 26 | 05C68384 | Ruger | SP101 | 57282910 | .38 | PR |
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HANDGUNS TO BE DESTROYED

MONTH: July

YEAR:2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|----|-------------|--------------------|------------------|---------------|------|------|
| 53 | 05C70350 | Smith & Wess | 106 | D538442 | .38 | PR |
| 54 | 05C74790 | Smith & Wess | HighwayPatrolman | S114335 | .357 | PR |
| 55 | 05C82646 | Hi-Standard | W104 | 1240732 | .22 | PR |
| 56 | 05C82646 | Colt | 41 | 291105 | .41 | PR |
| 57 | 05C82646 | Colt | | 128687 | | PR |
| 58 | 05C82646 | Ruger | MKII | NRA00360 | .22 | PI |
| 59 | 05C72577 | Jennings | JenningsJ22 | 732311 | .22 | PI |
| 60 | 05C77148 | Sterling Arms | | E14780 | .22 | PI |
| 61 | 95C69485 | Davis | P380 | AP164670 | .380 | PI |
| 62 | 05C73956 | Jennings | JenningsJ22 | 606501 | .22 | PI |
| 63 | 96C103198 | Ruger | SpeedSix | 15571816 | .38 | PR |
| 64 | 97C89637 | Davis | P380 | AP317796 | .380 | PI |
| 65 | 95C65870 | Lorcin | L380 | 309629 | .380 | PI |
| 66 | 97C57201 | Ruger | SingleSix | ATF8156A | .22 | PR |
| 67 | 96C78699 | Jennings | JenningsJ22 | 156956 | .22 | PI |
| 68 | 97C111705 | Springfield Armory | 1911A1 | MM106624 | .45 | PI |
| 69 | 95C97617 | Taurus | 66 | IJ223021 | .357 | PR |
| 70 | 97C117087 | Colt | CombatCommander | 70SC59694 | .45 | PI |
| 71 | 95C31704 | High Standard | SentinelDeluxe | 2358954 | .22 | PR |
| 72 | 96C42571 | EIG | Titan | A86465 | .25 | PI |
| 73 | 97C89637 | Grendel | P12 | 23319 | .380 | PI |
| 74 | 97C75163 | Bersa | 83 | 279779 | .380 | PI |
| 75 | 05C32805 | Colt | MKIVseries70 | 10143G70 | .45 | PI |
| 76 | 97C111184 | Ruger | MarkIITarget | 1864690 | .22 | PI |
| 77 | 96C22539 | Beretta | 21A | BES74731U | .22 | PI |
| 78 | 05C92118 | Bryco | JenningsNine | 1415465 | 9mm | PI |

HANDGUNS TO BE DESTROYED

MONTH: July

YEAR: 2008

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|-----|-------------|----------------|---------------|---------------|------|------|
| 79 | 05C97873 | Browning | | 245NV62610 | 9mm | PI |
| 80 | 05C96909 | HiPoint | JH | 333424 | .45 | PI |
| 81 | 05C85159 | Ruger | P94 | 30810871 | 9mm | PI |
| 82 | 05C90002 | Taurus | 43 | LA556371 | .44 | PR |
| 83 | 05C95310 | Davis | P380 | AP398597 | .380 | PI |
| 84 | 05C99088 | Ruger | MarkII Target | 21120741 | .22 | PI |
| 85 | 05C87941 | Glock | 22 | GCY929 | .40 | PI |
| 86 | 05C87846 | Colt | Cobra | 266503 | .38 | PR |
| 87 | 05C88747 | Iver Johnson | 553A | G25168 | | PR |
| 88 | 05C85394 | Lorcin | L380 | 056905 | .380 | PI |
| 89 | 05C88945 | Smith & Wess | | 44142 | .38 | PI |
| 90 | 05C85272 | CZ | Vzor70 | 651054 | 70 | PI |
| 91 | 05C86552 | Taurus | PT92AFS | TLD44738D | 9mm | PI |
| 92 | 05C90994 | Titan | | 247823 | .25 | PI |
| 93 | 05C87787 | Colt | DetectiveSpec | 620023 | .38 | PR |
| 94 | 05C87787 | Smith & Wess | 39 | 106008 | 9mm | PI |
| 95 | 05C89917 | EAA | Witness | EA21002 | .40 | PI |
| 96 | 05C92504 | Charter Arms | Undercover | 18991 | .38 | PR |
| 97 | 05C98661 | Glock | 21 | GCC104 | .45 | PI |
| 98 | 05C93338 | Jennings | JenningsJ22 | 729895 | .22 | PI |
| 99 | 05C85350 | Ruger | MarkII Target | 21393642 | .22 | PI |
| 100 | 05C87383 | Bryco | 48 | 072936 | .380 | PI |
| 101 | 05C87034 | Maadi | Helwan | 1129130 | 9mm | PI |
| 102 | 05C92118 | Phoenix Arms | HP25A | 4262252 | .25 | PI |
| 103 | 05C87787 | US Revolver Co | | 18098 | | PR |
| 104 | 06C94799 | Smith & Wess | 122 | D453385 | .38 | PR |

HANDGUNS TO BE DESTROYED

MONTH:

YEAR:

| # | CASE NUMBER | MAKE | MODEL | SERIAL NUMBER | CAL | TYPE |
|-----|-------------|--------------|-------|---------------|------|------|
| 105 | 05C92268 | Smith & Wess | 4506 | TCC8192 | .45 | PI |
| 106 | 05C89944 | H & R Arms | 922 | M27324 | .22 | PR |
| 107 | 06C51518 | Smith & Wess | 22A1 | UBH7620 | .22 | PI |
| 108 | 05C93528 | Lorcin | L380 | 071801 | .380 | PI |
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**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
AUGUST 2008**

| COMMODITY TITLE | EXPIRATION | VENDOR NAME | DEPARTMENT | ORIGINAL | RENEWAL OPTIONS |
|------------------------------------------------------------------|------------|-----------------------------------------------|------------------------------|------------------------|--------------------|
| | DATE | | | CONTRACT DATES | REMAINING |
| Art Consultant/Brokerage Services - Waterwalk Redevelopment Area | 8/15/2009 | Greteman Group | Finance | 10/18/2005 - 8/15/2008 | 1 - 1 year option |
| Ferric Sulfate (Liquid) | 8/31/2008 | General Chemical Performance Products, L.L.C. | Water Utilities | 9/4/2007 - 8/31/2008 | 2 - 1 year options |
| Psychological Counseling Services | 8/31/2009 | Wichita Psychiatric Consultants LLC | Police | 9/1/2006 - 8/31/2007 | 1 - 1 year option |
| Rainwear | 8/31/2008 | GT Midwest | Water/Airport | 9/1/2007 - 8/31/2008 | 2 - 1 year options |
| Rehabilitation of Housing Units | 8/31/2009 | Arambula Construction Co., Inc. | Housing & Community Services | 9/11/2007 - 8/31/2008 | 1 - 1 year option |
| Rehabilitation of Housing Units | 8/31/2009 | Eugene Anderson | Housing & Community Services | 9/11/2007 - 8/31/2008 | 1 - 1 year option |
| Sewer High Pressure Cleaning Hose | 8/31/2009 | Key Equipment & Supply Co. | Water Utilities | 8/28/2007 - 8/31/2008 | 1 - 1 year option |
| Shirts - Police Investigations: Airport Uniform Shirts & Pants | 8/31/2008 | Baysinger Police Supply, Inc. | Police & Airport | 9/1/2006 - 8/31/2007 | 1 - 1 year option |
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**PROFESSIONAL CONTRACTS UNDER \$25,000
PURCHASE ORDERS FOR AUGUST 2008**

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|-----------------------------------------|-------------|---------------------------------------------|-----------|--|--|
| Aquaterra Environmental Solutions, Inc. | PO800840 | Analytical Studies and Surveys (Consulting) | 2,650.00 | | |
| Ruggles & Bohm PA | PO800871 | Engineering Consulting | 4,000.00 | | |
| MKEC Engineering Consultants Inc. | PO800876 | Engineering Consulting | 13,200.00 | | |
| Ruggles & Bohm PA | PO800899 | Engineering Consulting | 1,600.00 | | |
| Ruggles & Bohm PA | PO800938 | Engineering Consulting | 4,300.00 | | |
| MKEC Engineering Consultants Inc. | PO800944 | Engineering Consulting | 9,800.00 | | |
| JEO Consulting Group Inc. | PO800952 | Community Development Consulting | 20,000.00 | | |
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**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR AUGUST 2008**

| VENDOR NAME | DOCUMENT NO | DOCUMENT TITLE | AMOUNT | | |
|------------------------------------|-------------|------------------------------------------------|--------------|--|--|
| Software House International (SHI) | PO800832 | Software Maintenance/Support | \$38,023.00 | | |
| Pitney Bowes Inc. | DP801557 | Office Equipment, Filing Systems, etc., Maint. | \$28,264.00 | | |
| Hewlett Packard Co. | DP801559 | Software Maintenance/Support | \$61,879.92 | | |
| Software House International (SHI) | DP801735 | Software Maintenance/Support | \$103,000.00 | | |
| Software House International (SHI) | DP801736 | Software Maintenance/Support | \$35,828.00 | | |
| | | | | | |

**City of Wichita
City Council Meeting
September 16, 2008**

TO: Mayor and City Council Members

SUBJECT: Purchase of an animal incineration system for Wichita Animal Shelter Facility
(District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Purchase.

Background: On May 18, 2004, the City Council approved a Memorandum of Understanding (MOU) between the City and the Kansas Humane Society (KHS) to work on the joint development of an animal care facility.

On June 8, 2004, the City Council approved the Capital Improvement Project (CIP) and authorized staff to select a design consultant.

On April 5, 2005, the City Council approved a contract with Wilson Darnell Mann Architect (WDM) for the Programming Phase of the project and a Letter of Intent between the City and KHS.

On August 23, 2005, the City Council approved the purchase of property at 3239 N Hillside for the Animal Care Campus.

On March 7, 2006, the City Council approved a contract amendment with WDM for the Schematic Design Phase and a Land Lease Agreement between the City and KHS.

On November 28, 2006, the City Council approved a contract amendment with WDM for the Design Development Phase for the Wichita Animal Care Campus.

On September 18, 2007, the City Council approved the remaining CIP funding and a contract amendment with WDM for the detailed construction drawings/specifications and construction administration.

On December 11, 2007 the City Council approved a contract for the construction of the Wichita Animal Care Campus between the City of Wichita and Hutton Construction Company.

Analysis: The new Wichita Animal Shelter (WAS) will include the purchase of two new animal incineration systems. During contract negotiations, and design completion, City staff determined that it would be a significant savings to the project if the incineration systems were purchased directly by the City under a separate contract that would include a three (3) year service contract with the incineration system provider. The project design specifications were centered around the Therm-Tec Model G-30-P Therm-Tec is a well established, and an industry leader in the manufacturing of incineration systems, including the existing incinerators used by the

WAS, as well as the KHS. Although there are several vendors who can provide the materials and service for the Therm-Tec units, FC Industries, of Kansas City, Missouri, is the local supplier of Therm-Tec incineration systems. The requirement to have a localized service provider who can respond to service or warranty matters in a timely manner, make FC Industries the logical choice as the vendor for the Therm-Tec units. The total cost for the systems will be \$262,827.00. Included with the purchase of the systems will be a 3 year service contract that includes technical service to fine tune, adjust, and review operation of the two new incinerators, 2 times per year for a 3 year period. The combination of a proven product provided by the manufacturer, and the relatively local service provider, it is the recommendation of staff that the system purchased be the Therm-Tec G-30 units, from FC Industries of Kansas City, Missouri.

Financial Considerations: The approved budget from the 2007-2016 Capital Improvement Program (CIP) for the project is \$7,820,000. Expenditures to date including design, engineering, and construction contract total \$7,077,082.00, leaving \$742,918.00 remaining in the project budget to cover the purchase of the incineration systems.

Goal Impact: This project addresses the Economic Vitality and Affordable Living Goal by providing public improvement in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The Law Department will review purchasing contract prior to execution.

Recommendation/Action: It is recommended that the City Council approve the Purchase and authorize the Purchasing Manager to negotiate a contract and issue the Purchase Order.

Attachments: Justification for Therm-Tec Incinerators

Justification for Therm-Tec Incineration System

08/07/08

Prepared by: Don Henry, Environmental Services.

1. The approved Wichita Animal Shelter (WAS) CIP includes the purchase of two new incinerators for the cremation of dead animals. It is imperative that the two incinerators are purchased as soon as possible in order to avoid higher prices resulting from increased cost of raw materials and delivery. Specifications and pricing for the CIP were based on FC Industries estimate for Therm-Tec G-30 incinerators. The building design was finalized using specifications for Therm-Tec G-30 incinerators. Therm-Tec is one of America's oldest and most technologically advanced designers, engineers, and manufactures of special use incinerators. Therm-Tec incinerators are designed so that the doors can be installed to open in two directions and is necessary for the WAS installation. Other manufacturers would have to custom-build this feature. Therm-Tec incinerators are manufactured in the United States (Oregon) and can be purchased at a competitive price through FC Industries located in Kansas City, Kansas. The Therm-Tec incinerators can be purchased at anytime and FC Industries will store them until time for delivery and installation at no additional charge.
2. Service and technical assistance are top priorities for operating incinerators for cremation and disposal of animals at the Wichita Animal Shelter. WAS incinerates and disposes of approximately 14,000 animals annually. It is therefore imperative that routine service and any needed repairs are made expediently in order to keep incinerator operations running so that dead animals do not accumulate at the facility. FC Industries is the only distribution, maintenance, and repair facility within 200 miles of Wichita to provide convenient emergency services. FC Industries is located in Kansas City, Ks. FC Industries provides preventive maintenance and repair of the units they sell. FC provides free technical assistance and stocks all of their own parts. Next day delivery of parts is available.
3. FC Industries will provide delivery and installation services at no additional cost above the purchase price. All installations are provided by factory-trained personnel. They are the only company that also operates the equipment they sell. Installation includes:
 - a. Storage after purchase and delivery of incinerators.
 - b. Assisting crane and rigging company with off-loading and setting of cremation units.
 - c. Oversee setting of stack units.
 - d. Supervise final connection of gas and electrical utilities.
 - e. Start-up and fine tuning of controls.
 - f. Curing of refractory.
 - g. Conducting a test burn.
 - h. Disconnection and disposal of the two existing incinerators.

4. Compliance with environmental regulations is imperative. WAS animal incinerators are required to be permitted by the Kansas Department of Health and Environment. Emissions from the incinerators must be in compliance with air quality standards. FC Industries provides air quality permit application services and technical assistance in obtaining required permits at no additional cost. Clean burning characteristics of the Thermo-Tec incinerators and FC Industries contracted services for maintenance and repair help to ensure compliance with air quality regulations. FC Industries factory trained installers will provide training for animal shelter staff in proper operations and routine preventive maintenance of the incinerators to help ensure compliance with environmental regulations and achieve maximum efficiency and lifetime of the units.
5. Smooth and efficient transition to new facilities and operations are important to maintaining animal shelter service levels. The existing Wichita Animal Shelter utilizes Thermo-Tec incinerators and WAS staff are already familiar with operating Thermo-Tec units.
6. Efficiencies can be gained by utilizing FC Industries for incinerator services. The Kansas Humane Society is co-locating with the WAS, is building their new facility in conjunction with the City of Wichita, and will be operating in agreement with the WAS. KHS is also utilizing FC Industries for incinerator services. FC Industries will already be on site and could provide better coordination with the General Contractor.

Second Reading Ordinances for September 16, 2008: (First Read September 9, 2008)

Amendment to the Exempt Employee Classification Ordinance.

ORDINANCE NO. 47-988

An Ordinance establishing position classifications for Exempt Employees of the City of Wichita and prescribing pay rates by reference to position classifications in the schedule of pay ranges repealing Ordinance No. 47-909.

Approval of Local Economic Development Incentive Package. (Spirit AeroSystems, Inc.)

ORDINANCE NO. 47-989

An ordinance of the city of Wichita, Kansas, authorizing, prescribing the form and authorizing the execution of an economic development grant agreement by and between the city of Wichita, Kansas and Spirit Aerosystems, inc.

ZON2008-00037 – Zone change from SF-5 Single-family Residential (“SF-5”) to LI Limited Industrial (“LI”); generally located east of Hoover Road, one block south of Kellogg and north of 1330 S. Hoover Road. (District IV)

ORDINANCE NO. 47-994

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2008-00038 – Zone change from GO General Office (“GO”) to LC Limited Commercial (“LC”); generally located approximately north and east of the intersection of North Oliver Avenue and East Central Avenue (5002 East Central Avenue). (District I)

ORDINANCE NO. 47-995

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.